



**THE FIRST PUSH**  
**Waiver and Release of Liability Form**

**Student/ Participant Information**

**Name:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_

**Parent/Guardian Name:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Emergency Contact Name and Telephone #:** \_\_\_\_\_

**Emergency Contact Relationship:** \_\_\_\_\_

By signing this Waiver and Release of Liability Form (the “**Release**”), I acknowledge that I understand the nature and scope of activities that The First Push (the “**Company**”) involves, and that I am in sound health to participate in such activities (the “**Activities**”). I am aware that the Activities involve risk of serious injury or death, which may result not only from my own actions, inactions or negligence, but the actions, inaction or negligence of others, the requirements or nature of the Activities, and/or the condition of the premises or any of the equipment used. Further, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time. I voluntarily and freely accept and assume these and all other risks, hazards and dangers to which I may be exposed in connection with the Activities, including illness, serious personal injury, death, and/or property damage. I acknowledge that I alone am responsible for maintaining insurance coverages, including health, disability, and life insurance that I deem appropriate for the risks inherent in the Activities. I hereby authorize the staff of Company to act for me according to their reasonable judgment in any emergency requiring medical attention.

As used in this Release, “**Released Parties**” means The First Push and any of their affiliated and related entities, subsidiary entities, companies, successors and assigns, and the owners and operators of the location where the Activities take place, and the present, former and future directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing. I forever release, waive, discharge and covenant not to sue the Released Parties from any and all actions, claims, demands, losses or damages that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, in connection with my participation in the Activities, including for injury, death, or property damage, whether due to the negligence or other acts, and however caused, by any of the Released Parties. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Released Party in connection with any of the matters covered by this Release.

This Release will be governed by the laws of the State of California, applicable to contracts entered into and fully performed therein.

**I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN IRREVOCABLE RELEASE AND WAIVER OF LIABILITY RESULTING FROM INJURY, DEATH OR PROPERTY DAMAGE IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITIES.**

Signature: \_\_\_\_\_

**IF THE SIGNATORY IS A MINOR:**

The undersigned parent/guardian hereby represents that he/she, acting in his/her capacity as parent or legal guardian, has consented to the above minor's participation in the Activities and has agreed individually and on behalf of the minor to the terms of this Release. The undersigned further agrees to indemnify the Released Parties from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon the Released Parties because of any defect in or lack of the undersigned's capacity to release the Released Parties on behalf of the minor. The undersigned acknowledges that he/she is also signing this Release on behalf of the minor and that such minor will be bound by the terms of this Release.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Phone: \_\_\_\_\_

**PLEASE READ:**

No matter how careful the participants and the instructors are, no matter what safety equipment is used and worn, and what precautions are taken, there is an inherent risk that cannot be eliminated. The risk of injury includes minor injuries such as bruises, scrapes, and more serious injuries such as broken bones, dislocations, sprains, and catastrophic injuries such as permanent paralysis or even death due to falls on the back, neck or head.