

# Ochsner Performance Training Liability Waiver

In consideration of my participation in Ochsner Performance Training, I hereby acknowledge and agree to the following:

- I understand and am aware that the use of Ochsner Performance Training facilities and equipment has inherent and unanticipated and unknown risks and dangers that may cause injuries or death. I expressly assume all risk or injury or death that may be sustained during my use of the facilities and equipment, its officers, director, agents and employees, defects in the facilities and equipment, the negligence of others and my own negligence or misuse.
- I hereby release, acquit and discharge Ochsner Clinic Foundation, its successors and assigns, and its offices, directors, agents, and employees (collectively, "Ochsner") of and from all claims and liability of any kind, and further agree that I will not sue or commence any action of any kind against Ochsner related to my participation in Ochsner Performance Training.
- MINOR RELEASE (if applicable): In consideration of my child being permitted to participate in Ochsner Performance Training, I agree to indemnify and hold harmless Ochsner of and from any claims, demands, liability, or judgments made by or on behalf of my child arising out of or during my child's participation in Ochsner Performance Training. \_\_\_\_\_ (Initial)
- I declare that I have no known medical problems that would preclude my participation in Ochsner Performance Training. The information provided to Ochsner regarding my medical history and physical condition is, to the best of my knowledge, true and correct. My participation in Ochsner Performance Training is voluntary and I assume all risk of injury or contraction of any illness or medical condition that may result, or the aggravation of any pre-existing medical condition I may have, or any damage, loss or theft of any personal property resulting or arising out of my participation in Ochsner Performance Training. I understand and acknowledge that Ochsner has made no guarantee of success or improvement as a result of my participation in Ochsner Performance Training. I hereby, on behalf of myself, personal representatives, heirs, executors, administrators, agents and assigns, forever release and discharge Ochsner from any and all claims or causes of action (known or unknown) that I may now have or will have in the future arising out of or related to my participation in Ochsner Performance Training or the services provided to me. This waiver and release of liability includes, but is not limited to, injuries that result from (a) use of any exercise equipment or facilities provided by Ochsner, (b) use of any exercise equipment or facilities which may malfunction, and (c) any injuries which occur because of slipping and falling while on Ochsner premises or equipment

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A COMPLETE RELEASE OF LIABILITY, THAT I HEREBY WAIVE ANY RIGHT THAT I MAY NOW HAVE OR WILL HAVE TO BRING ANY LEGAL ACTION AGAINST OCHSNER FOR ANY LIABILITIES THAT MAY RESULT, WHETHER DIRECTLY OR INDIRECTLY, FROM PARTICIPATING IN THE OCHSNER SPORTS PERFORMANCE PROGRAM.

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Participant Name

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Signature of Participant (or parent/guardian)

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Date

