



**Apex Centre**  
**PARTICIPANT CONSENT, RELEASE AND LIABILITY WAIVER**

Please read this form carefully and be aware that by registering for and/or participating in a fitness workout/program, or by registering your minor child for participation in the program(s), (collectively herein referred to the "programs") you will be waiving your rights and/or the rights of your minor child to all claims for injuries you or your minor child might sustain arising out of this program(s) and you will be required to indemnify, hold harmless and defend The Apex Centre and the City of McKinney for any claims arising out of participation in said program(s).

In consideration of the benefits to be derived and in view of the fact that The Apex is a recreational program and facility (the "Activities") offered by the City of McKinney (the "City") in its governmental capacity, in which participation is completely voluntary, and having full confidence that every precaution will be taken to ensure my and/or my child's safety and well-being, I hereby consent to the following:

**CONSENT TO EMERGENCY TREATMENT:** In the event I (we), the undersigned, cannot be contacted to authorize or make arrangements for emergency medical treatment, or I am incapacitated, I (we) authorize the person in charge to seek and obtain medical emergency treatment for me and/or my child and authorize transportation to a medical facility in the event emergency medical personnel deems it advisable.

**Consent to Use of Likeness:** I (we) understand and agree that pictures and video footage of participants may be taken, and that such pictures or video of me and/or my child, may be used for promotional purposes. I (we) hereby consent to the publication and use of my and/or my child's name and/or likeness ("Likeness") for the purpose of promotion, publicity, advertising, or other manner or media by the City or any other representative authorized to act on behalf of the aforementioned entities. Likeness shall include, but not be limited to, photographs, sound and/or video recordings, films, broadcasts, brochures, publications, reports, web pages, promotional materials or any other audio-visual, electronic, printed, tangible work in any media or format, now known or hereafter to become known, and/or reproductions of any of these. I agree that the actual material involved is and shall continue to be the property of the City and that neither I (we), nor my child, shall have any right of review or approval regarding the use of me and/or my child's Likeness in such material.

**Release and Liability Waiver:** I (we) agree that my and/or my child's participation in the Activities may involve certain risks and assume any and all risk attendant to such Activities and do hereby release, indemnify, hold harmless and forever discharge Apex Centre and the City, its officers, agents, representatives, employees and volunteers, in both their public and private capacities, from any and all liability, claims, suits, demands, damages or causes of action for any and all claims, personal injury or property loss or damage, including attorneys' fees, that I (we) or my heirs, successors and assigns may have or may hereafter acquire against Apex Centre and the City, which may arise in any manner whatsoever from participating in the Activities, including but not limited to: (A) motor vehicle accidents on public streets or private property; (B) personal injury or property damage that may arise from the acts of a third person; (C) personal injury, infection, illness (specifically including COVID-19 or related diseases caused by SARS-CoV-2) or property damage that may arise from the negligent acts of the City, its officers, agents, representatives, or employees; and/or (D) wrongful death claims. In making this decision to participate in the Activities, I have not relied upon any oral or written representations, express or implied, regarding my and/or my child's safety in participating in the Activities. It is further agreed that the execution of the release shall not constitute a waiver by Apex Centre and the City of any and all defenses, at common law or statutory, federal or state, including but not limited to governmental immunity.

**I (we) certify that I (we) am the parent or legal guardian of any minor referenced herein, and I have read and fully understand this consent, release and liability waiver and agree to the terms herein stated. By my signature below, I (we) certify that I and/or my child have read the regulations and dress code to participate in the Activities and understand that these must be adhered to at all times, and that a violation may result in my and/or my child's removal or exclusion from the Apex Centre pursuant to the sole discretion of the person in charge.**

Print all Participants Names: \_\_\_\_\_

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

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

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

**Must be signed by all participants ages 18 or older.**