

## CONSENT, WAIVER AND RELEASE OF LIABILITY FORM

In consideration of being allowed to participate in any way in the activities, events and programs of the TOCA Training Centers (hereafter "TOCA"), I, the undersigned, acknowledge and agree that:

- 1. There is significant risk of injury from activities at or with TOCA, ranging from minor to fatal, whether caused by me, another or others. While rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist.
- 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, of my participation in any TOCA programs and activities and my use of any equipment at TOCA, even if arising from the negligence of the Releasees or others, and assume full responsibility for my participation and use.
- 3. I represent that I am capable of participating in TOCA activities and programs, and take full responsibility for not exceeding my limits.
- 4. I willingly agree to comply with the stated and customary terms and conditions for participation in TOCA programs and use of TOCA equipment.
- 5. If I observe any unusual hazard or at any time feel anything is unsafe, I will immediately stop participating, remove myself from the unsafe area and notify a TOCA representative as soon as possible.
- 6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS TOCA TRAINING CENTERS OF ORANGE COUNTY LLC and TOCA LLC, their officers, directors, members, employees, officials and agents, other participants, sponsoring agencies, sponsors, advertisers, and owners and lessors of premises used by TOCA to conduct its activities and programs ("Releasees"), with respect to any and all injury, disability, death or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.
- 7. I understand that TOCA does not guarantee the specific trainer or trainers that may be assigned to my sessions or activities, even if I have signed up for a specific trainer. TOCA will do its best to accommodate trainer requests, but does not guarantee assignments since schedules change.
- 8. I consent to TOCA taking photographs, digital images, video recordings and/or sound recordings in documenting the activities of TOCA's programs, activities and services. I grant to TOCA and its affiliates permission to use the digital images, negatives, prints, motion pictures, video and audio recordings or any other reproduction of the same for TOCA and its affiliates' educational and promotional purposes in print or digital publications.

Participant's Name:		Date:	
Street Address:		DOB:	
City, State, Zip:			
Email:		Cell Phone:	
Emergency Contact:		Contact Cell Phone:	
Medical Conditions:	Do you have any medical conditions or previous injuries that may hin participation in TOCA programs, activities or equipment use?	Yes or No	
How Did You Hear About Us?	Another Client Coach Discount Card Drove By Email Social Media Website	Flyer	Please Circle One
Participant Signature: (if over age 18)			

## For Participants Under Age 18 - Parent/Guardian Consent and Waiver

I, as the parent or guardian with legal responsibility for this participant, consent and agree to his/her release as provided above of all the Releasees, and, for myself, heirs, assigns and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in TOCA programs, activities or equipment use as provided above, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

Parent/Guardian	Date	
Signature:	Signed:	

BY SIGNING ABOVE YOU ARE REPRESENTING THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS RELEASE AND THAT YOU UNDERSTAND TOCA IS RELYING ON YOUR CONSENT TO THESE TERMS IN ELECTING TO ALLOW YOU TO USE ITS FACILITY.