



**First Name:** \_\_\_\_\_

**Last Name:** \_\_\_\_\_

**Male/Female:** \_\_\_\_\_

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

**Age:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

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

**Emergency Number:** \_\_\_\_\_

**Comments/Allergies:**

**WAIVER AND RELEASE, ASSUMPTION OF RISK AND PARENTAL CONSENT & INDEMNITY AGREEMENT  
("WAIVER AND RELEASE")**

**IN CONSIDERATION OF ME BEING ALLOWED TO PARTICIPATE IN ANY WAY IN ANY BRIAN PEDONE'S  
HEAVY HITTERS ACTIVITIES, I AGREE:**

1. I understand the nature of Brian Pedone's Heavy Hitters activities and my experience and capabilities and believe I am qualified to participate in such activity. I further acknowledge that I am aware the activity will be conducted in facilities open to the public during the activity. I further agree and warrant that if I believe the conditions to be unsafe, I will immediately discontinue further participation in the activity.
2. **I FULLY UNDERSTAND** that: (a) Brian Pedone's Heavy Hitters activities involve risks and dangers of **SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks")**; (b) these Risks and dangers may be caused by me or the actions or inactions of others participating in the activity, the condition in which the activity, the condition in which the activity takes place, or **THE NEGLIGENCE OF THE "RELEASES" NAMED BELOW**; (c) there may be other risks and social and economic losses either known to me or not readily foreseeable at this time; and I **FULLY ACCPET AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred as a result of my participation in these activities.
3. **I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** Brian Pedone's Heavy Hitters, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the activities take place (each considered one of the "Releases" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releases" or otherwise, including negligent rescue operations and further agree that if, despite this release, I, or anyone on my behalf makes a claim against any of the Releases named above, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.**
4. **IT IS HEREBY AGREED THAT** in the event of a dispute between the undersigned (or another person acting on the undersigned's behalf) and Brian Pedone's Heavy Hitters or any of the other Releases, the exclusive venue and jurisdiction for any lawsuit arising out of such dispute shall be in the PENNSYLVANIA MONROE COUNTY COURT OF COMMON PLEAS.
5. **GOVERNING LAW:** The undersigned understands and agrees that this document is intended to be as broad and inclusive as permitted under applicable law and shall be governed by PENNSYLVANIA LAW.
6. **SEVERABILITY:** If any provision of this document is determined to be invalid for any reason, such as invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document has been executed with the invalid provision eliminated.

X \_\_\_\_\_  
**Signature of Applicant** **Date**

**CONSENT AND RELEASE OF PARENT OR GUARDIAN**

I am the parent or guardian of the child applying for Membership. My child is fit for participation in Brian Pedone's Heavy Hitters activities, and I consent to my child's participation. **I HAVE READ AND UNDERSTAND THE MEMBERSHIP APPLICATION AND WAIVER AND RELEASE.** In consideration of allowing my child to participate, I consent to it agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** my heirs, legal representative, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASES FROM EVERY CLAIM AND ANY LIABILITY** that I or my child may allege against the Releases (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my child because of my child's participation in the event, **WHETHER CAUSED BY THE NEGLIGENCE** of others. **I PROMISE NOT TO SUE RELEASEES** on my behalf of my child regarding any claim arising from my child's participation in any Brian Pedone's Heavy Hitters activities.

X \_\_\_\_\_  
**Signature of Parent/Guardian if participant is under 18** **Date**