

Terms of Use of Online PE Courses:

To participate in the IndVA online PE program a student and parent/guardian (if the student is under 18) must sign and return this document to the IndVA prior to the start date of the course. If this document is not on file, complete and in good order with the IndVA the student will not be eligible to complete online PE.

1. I understand that my participation, or the participation of my child, in Carone Fitness Courses involves risks of serious injury or death, and for myself, and for my heirs, legal representatives, and successors in interest, I fully assume all of the risks of such participation, including, but not limited to, the following: dangers arising from equipment failure and inadequate safety equipment, health risks of extreme or rigorous physical activity, pre-existing medical conditions, and risks arising from the negligence of Carone Fitness, Inc. and the Licensees of the Carone Fitness Courses, and their respective principles, instructors, employees, and heirs (the "Releasees"). Further, for myself, and for my heirs, legal representatives, and successors in interest, I hereby release the Releasees, and agree to defend, indemnify and hold harmless the Releasees, from and against any and all claims, losses, damages, costs, liabilities and expenses of whatever kind or character, on account of any actual or alleged loss, injury or damage (including, but not limited to, any loss, injury or damage arising from the Releasee's own negligence) to any person or to any property arising out of or in connection with my participation in Carone Fitness Courses.

2. Carone Fitness grants you, the participant in Carone Fitness Courses, the right to use the Carone Fitness Courses solely as necessary for the purpose of participating in such Courses through your educational institution. Your participation in such Courses is made possible only by license agreement between Carone Fitness and your educational institution. You are not acquiring any right, title or interest of any nature whatsoever in the Carone Fitness Courses, or any part thereof, or any Carone Fitness logo or trade name by your participation in such Courses. Further, you hereby agree that you will not use or copy any part of the Carone Fitness Courses for any reason whatsoever, except as necessary to participate in such Courses through your educational institution. All Carone Fitness Courses are protected by copyright and other laws.

By signing below you agree to the Terms of Use above for the Carone Fitness/IndVA PE course(s) you have registered for.

Student Name: _____ Age: _____
(printed)

Student Signature: _____

Parent/Guardian Signature: _____
(required if student is under the age of 18)

High School: _____