



## 21BC GYM WAIVER AND RELEASE AGREEMENT

40760 Encyclopedia Cir, Fremont, CA 94538. 520-994-2122

I, the undersigned, wish to use the facilities and participate in activities provided by 21BC. By signing this waiver, I acknowledge and agree to the following terms:

### Participant Information:

- Full Name : \_\_\_\_\_
- Address : \_\_\_\_\_
- Phone Number : \_\_\_\_\_
- Date of Birth : \_\_\_\_\_
- Emergency Contact Name : \_\_\_\_\_
- Emergency Contact Number : \_\_\_\_\_

### Assumption of Risk:

I acknowledge that using gym facilities, equipment, and participating in physical exercise involves inherent risks, including but not limited to physical injury, strain, discomfort, and the possibility of serious injury or death. I assume all risks and responsibility for any injuries or other medical incidents.

### Waiver and Release:

I hereby release, waive, discharge, and agree not to sue 21BC, its employees, representatives, affiliates, or agents from any claims, demands, liabilities, rights, damages, expenses, and causes of action of any nature arising from my use of the gym facilities, whether caused by the negligence of the Provider or otherwise.

### Medical Representation:

I represent that I am physically fit to use 21BC facilities and participate in physical exercise. I have no medical condition that would prevent my safe participation. If I have any medical conditions or concerns, I have consulted with a healthcare provider and obtained clearance to participate.

### Rules and Regulations:

I agree to abide by all rules, regulations, and policies of 21BC, including proper use of equipment, following safety guidelines, and respecting other members and staff.

### Consent to Medical Treatment:

I hereby consent to receive any necessary medical treatment resulting from my use of the gym facilities and agree to bear all costs associated with such treatment.

### Photo Release:

I hereby grant 21BC permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of 21BC and will not be returned.

I hereby irrevocably authorize 21BC to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge 21BC from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. hereby consent to receive any necessary medical treatment resulting from my use of the gym facilities and agree to bear all costs associated with such treatment.

**Acknowledgment:**

I HAVE READ THIS GYM WAIVER AND RELEASE AGREEMENT, UNDERSTOOD ITS CONTENTS, AND AGREED TO BE BOUND BY ITS TERMS. I HAVE READ AND UNDERSTAND THE ABOVE PHOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCED BY THEIR SIGNATURES BELOW. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING THIS DOCUMENT.

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

Name : \_\_\_\_\_

Parent/Guardian Signature (if under 18): \_\_\_\_\_ Date: \_\_\_\_\_