

**WELLNESS CENTERS OF AMERICA d/b/a
PROVISION HEALTH & FITNESS
1400 Dowell Springs Blvd., Suite 100
Knoxville, Tennessee 37909**

CUSTOMER WAIVER AND RELEASE FORM

DATE: _____

NAME: _____

ADDRESS: _____

TELEPHONE\EMAIL: _____

DATE OF BIRTH: _____

**MEDICAL CONDITIONS/
SPECIAL NEEDS:** _____

**WHAT TYPES OF CLASSES
WOULD YOU LIKE TO SEE ADDED? :** _____

EMERGENCY CONTACT/ _____

RELATIONSHIP: _____

TELEPHONE: _____

The undersigned ("Customer") wishes to participate in exercise and fitness, nutrition, wellness and lifestyle, individual training/coaching, and/or other related activities at Provision Health & Fitness at Dowell Springs ("PHF"), individually or under the supervision and instruction of PHF personnel. Said activities will also include the use of PHF's real property, buildings, structures, equipment and other personal property or facilities (collectively, the "Fitness Center Activities"). The undersigned agrees and understands that the Fitness Center Activities may involve strenuous physical activity and the risk of injury, and the Customer is engaging in the Fitness Center Activities by the Customer's own free will and choice.

In consideration of the grant of permission by PHF to Customer to participate in the Fitness Center Activities, and as a precondition to such participation, the undersigned, on behalf of himself/herself, and on behalf of the Customer's personal representatives, parents, guardians, heirs, next of kin, agents, executors, successors and assigns, does hereby:

1. **RELEASE, ACQUIT, FOREVER DISCHARGE, AGREE TO HOLD HARMLESS AND COVENANT NOT TO SUE** PHF, and/or PHF's officers, members, employees, trainers, advisors, agents, representatives, affiliates, heirs, successors and assigns (collectively referred to herein as "Releasees"), from and against any and all rights, claims, demands, actions, liabilities and causes of action, accrued or unaccrued, fixed or contingent, legal or equitable, arising out of or in any manner related to any activity engaged in by the Customer while participating in the Fitness Center Activities (including before, during and after the Fitness Center Activities) or while at the PHF facility, which results in personal or bodily injury, death, property damage, or other damage of any kind to the Customer and/or his/her successors, assigns, heirs, representatives or next of kin. By execution of this release, the undersigned (on behalf of himself/herself as Customer, or, if applicable, on behalf of their minor child) (i) agrees not to sue Releasees and acknowledges that he/she is releasing any right to make a claim or file a lawsuit against Releasees; (ii) agrees to defend and indemnify each Releasee for any and all claims of the

Customer and/or any third party arising in whole or in part from the Customer's participation in the Fitness Center Activities; and (iii) agrees that any and all claims regarding an alleged incident or arising hereunder shall be governed by Tennessee law, and that exclusive jurisdiction of any claim shall be in the federal or state courts of Knox County, Tennessee. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be not be affected thereby. This release shall be binding upon the successors, assigns, heirs, next of kin, executors and personal representatives of the undersigned.

2. **UNDERSTAND, ACKNOWLEDGE AND AGREE** that: (i) the Customer's participation in the physical exercise, sports activities, wellness activities and recreational activities, including the Wellness Activities, may involve strenuous physical activity, requiring strength, flexibility and aerobic exercise, as well as the use of certain equipment and machinery, and thus constitutes a potentially hazardous activity. Customer further acknowledges that such activity involves an **INHERENT DANGER AND RISK OF INJURY OR DEATH TO CUSTOMER**, including, but not limited to, death, trauma, physical injury, mental injury, emotional distress, and illness arising from the engagement in strenuous exercise and related activities, and (ii) there is potential risk and danger inherent in activities of this nature, which risk and danger Customer understands, appreciates and voluntarily assumes because he/she chooses to do so. Accordingly, Customer **VOLUNTARILY ELECTS TO ASSUME AND ACCEPT ALL RISK** associated with Customer's participation in the Fitness Center Activities, and releases Releasees from any and all liability arising out of or related to the Wellness Activities, including, without limitation, muscle strains, pulls or tears; broken bones; shin splints; heat prostration or dehydration; knee, lower back, leg or foot injuries; heart attacks; and any other injury, soreness, or injury, however caused.

3. **ACKNOWLEDGE** that he/she has been advised by PHF to consult with a physician prior to engaging in any physical exercise program. Customer certifies that he/she is in sufficiently good health and physical condition to properly participate in the Fitness Center Activities. Customer has disclosed to PHF any and all medical conditions or special needs which may affect Customer's ability to participate in the Wellness Activities and/or which may put Customer at risk for injury or illness in the course of Customer's participation in the Fitness Center Activities.

4. **AUTHORIZE** PHF, in the event of any emergency, to secure from any licensed hospital, physician, emergency or other medical personnel any treatment deemed necessary for Customer's immediate care and/or safety, and agrees that he/she will be responsible for payment of any and all such emergency or medical services provided.

5. **AGREE TO INDEMNIFY, DEFEND AND HOLD RELEASEES HARMLESS** from any claim, judgment, loss, liability, damage or costs, including reasonable attorney's fees, costs and expenses, which may be brought by any person in connection with any act or omission by Customer in any manner relating to or arising out of Customer's participation in the Fitness Center Activities (or any other related activities), whether caused or contributed to by the negligent acts or omissions of the Releasees or otherwise.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT, AND UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. I ASSUME ANY AND ALL RISK OF INJURY ASSOCIATED WITH MY ENGAGEMENT IN THE WELLNESS ACTIVITIES, AND I VOLUNTARILY ACCEPT THE TERMS OF THIS DOCUMENT.

Customer [Print Name]

Customer [Signature]

Date