

#### LIABILITY WAIVER & RELEASE

#### **ASSUMPTION OF RISK & RELEASE OF LIABILITY**

# THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN ANY ACTIVITIES

I understand and agree that the gym is NOT RESPONSIBLE for any injury, disability, death, or loss of property I may suffer while present at the fitness center ("Gym") for exercises, other activities, or for any reason whatsoever.

For and in consideration of permission to enter the Gym or to perform any activities at the Gym, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, discharge, waive and relinquish the gym and any of their partners, affiliates, members, contractors, agents, volunteers, and employees ("Release"), from any or all present and future claims of injury, disability, death, or loss of property however they may occur, including any ordinary negligence, except for any intentional misconduct of release.

#### **Acknowledged Risks**

Further, I am aware of the following risks, and numerous other inherent risks in observing or participating in any exercises or any incidental activities thereto. These risks include, but are not limited to, serious injury or death resulting from:

Slips, trips, falls, collision with other persons	Malfunction of equipment
Muscle and tendon injuries	• Fractures
Abnormal blood pressure	• Fainting
Disorders of heart rhythm	• Heart attack

### **Personal Acknowledgment**

Although a complete list of all risks has not been provided to me, I subjectively understand the risks of my participation in exercises or other physical activities, and knowing and appreciating these risks, I voluntarily choose to be present at the Gym for exercise, other activities, or for any reason whatsoever, and assume all risks, both known and unknown, of personal injury, death or loss or damage to property. I further acknowledge that I have been advised to seek physician approval before participating in any exercises or other physical activities.

I further acknowledge that I have had an opportunity to ask questions and any questions I have asked have been
answered to my complete satisfaction. I further agree to indemnify and hold harmless Releases for all claims arising
from my participation in exercise or other activities at the Gym.

## **Legal Provisions**

If any provision of this release is held to be invalid or unenforceable, then all other provisions shall continue to be valid and enforceable, and the valid or unenforceable provisions shall be modified, reformed, or restricted, to the minimum extent possible to make that provision valid and enforceable.

I affirm that I am of legal age and freely read and sign this release.

I HAVE READ THIS ASSUMPTION OF RISK AGREEMENT AND RELEASE OF LIABILITY, FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant Authorization	
First Name	Participant Signature
Last Name	
Email	
Phone Number	Date

This is a legally binding document. By signing above, you confirm that you have read and agree to all terms and conditions.