

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

[Insert club name] "Club"

Upon signing this Agreement and forever thereafter, you (Buyer, each member and all guests) agree that if you engage in any physical exercise or activity, use any Club facility, or are present on the premises, you do so at your own risk and assume the risk of any and all injury and/or damage you might sustain, regardless of whether such injury or damage arises out of or during physical exercise. Your assumption of risk includes but is not limited to your use of any exercise equipment (mechanical or otherwise), the locker room, sidewalk, parking lot, stairs, pool, whirlpool, sauna, steam room, racquet courts, lobby area, or any other part or item in or around the Club facility. You agree to assume the risk of your participation in any activity, class, program, instruction, or Club-sponsored event. You agree that you are voluntarily participating in the aforementioned activities and assume all risk, known and unknown, associated with using the Club facilities, equipment and premises including, without limitation, any loss or theft of any personal property. You agree on behalf of yourself (and your spouse, all your, children, personal representatives, heirs, executors, administrators, agents, and assigns) to forever release and discharge Club and our owners, employees, agents, representatives, affiliates, successors, and assigns from any and all claims or causes of action (known or unknown) arising out of the negligence of Club, whether active or passive, or that of any of its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) Club's improper maintenance of any exercise equipment or facilities, (c) Club's negligent instruction or supervision, including personal training, and (d) you slipping and falling while in the facility or any portion of the premises for any reason, including Club's negligent inspection or maintenance of its facility. By executing this Agreement, you hereby agree to indemnify and hold harmless Club from any loss, liability, damage, or cost Club may incur due to your presence at the Club facility. You further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the state in which this agreement is entered into, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts. You acknowledge that the Club is designed to and does offer a service to its members encompassing the entire fitness spectrum. The Club is not in the business of selling, leasing or otherwise placing into the stream of commerce weight lifting equipment, exercise equipment, or other such products, and the use of any such items is incidental to the service provided by the Club. **YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST CLUB FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. YOU HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAS BEEN MADE. YOU AGREE, FOR**

YOURSELF AND YOUR SPOUSE, CHILDREN, SUCCESSORS, HEIRS AND ASSIGNS, THAT THE ABOVE REPRESENTATIONS ARE CONTRACTUALLY BINDING, AND ARE NOT MERE RECITALS, AND THAT SHOULD YOU OR YOUR SUCCESSORS ASSERT ANY CLAIM IN CONTRAVENTION OF THIS AGREEMENT, THE ASSERTING PARTY SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED BY THE OTHER PARTY OR PARTIES IN DEFENDING AGAINST ANY SUCH ACTION.

Date

Printed Name

Printed Name of Parent or Guardian if Applicable

Signature of Member, Parent or Guardian as Applicable