



release of liability, waiver of claims, assumption of risks
(BY SIGNING YOU WILL WAIVE CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY.)

name: _____ d.o.b.: _____
address: _____ email: _____

to: fit family and its owners, employees, representatives, volunteers, independent contractors, successors and assigns (herein called "fit family")

I have enrolled in a program of strenuous physical activity including, but not limited to, traditional aerobics, weight training, walking, jogging and stretching, & the use of conditioning equipment offered by fit family. I am aware:

- a) that exercise exposes participants to many risks and hazards, some of which are inherent in the very nature of the training required, others which result from human error and negligence on the part of the persons involved in preparing, organizing and supervising such activities;
b) that, as a result of the aforesaid risks and hazards, I may suffer personal injury, even death, as well as property damage;
c) that some of the aforesaid risks and hazards are foreseeable, but others are not;
d) that I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and the possibility of personal injury, death, property damage, resulting therefrom and that, accordingly, my preparation for and participation in the aforesaid exercise program shall be entirely at my own risk;
e) that I understand that neither fit family, nor any of its owners, employees, independent contractors, agents, sponsors or volunteers assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid exercise program. _____ (please initial)

I hereby acknowledge and agree:

- 1. To waive any and all claims I may have or may in the future have against fit family. _____ (please initial)
2. To release fit family (its employees and owners) from any and all liability for any and all personal injuries, loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from or arising out of my preparation for and participation in the fit family exercise program due to any cause whatsoever including negligence, breach of contract, or breach of any statutory or other duty of care, on the part of fit family, and also including the failure on the part of fit family to safeguard or protect me from the risks, dangers and hazards of exercise referred to above. _____ (please initial)
3. To hold harmless and indemnify fit family from any and all liability for any damage to property of or personal injury to any third party, resulting from or arising out of my participation in the aforesaid exercise program. _____ (please initial)
4. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity. _____ (please initial)

In entering in this Agreement I am not relying upon any oral or written representations or statements made by fit family with respect to the safety of exercise and the preparation for and the participation in the fit family exercise program, other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST FIT FAMILY.

Signed this _____ day of _____, _____.

Signature

Witness

Full Name

Full Name