

WAIVER AND RELEASE FORM

Because physical exercise can be strenuous and subject to risk of serious injury, Company Name urges you to obtain a physical examination from a doctor before beginning any exercise or training program. You agree that by participating in these physical exercise sessions or personal training activities, you do so entirely at your own risk. This includes, without limitation:

- (a) your use of all amenities and equipment in the facility and any off-site location and your participation in any activity, class, program, personal training, or instruction;
- (b) the sudden and unforeseen malfunctioning of any equipment;
- (c) our instruction, training, supervision, or dietary recommendations.

You agree that you are voluntarily participating in these activities and use of these facilities and premises and **assume all risks of injury**. You expressly agree to release and discharge Company Name, its officers, employees, and directors, from any and all claims or causes of action. This waiver and release of liability includes, without limitation, all injuries to you which may occur, **regardless of negligence**.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect, and the offending provision or provisions severed herefrom.

You acknowledge that you have carefully read this Waiver and Release and fully understand that it is a **release of liability**. You agree to voluntarily give up any right that you may otherwise have to bring a legal action against Company Name, its officers, employees, and directors for negligence, or any other personal injury or property damage or loss action.

Signed: _____
Printed Name: _____
Date: _____