

WAIVER, RELEASE, & ASSUMPTION of RISK

THE GYM'S
**MOUNTAIN
CHALLENGE**

This form is an important legal document that explains the risks you are assuming by beginning an exercise program. It is critical that you have read and understand this document completely. If you do not understand any part of this document, it is your ultimate responsibility to ask for clarification prior to signing it.

I, _____, have volunteered to participate in a fitness program provided to me by The GYM, which may include, but may not be limited to, resistance training and aerobic or cardiovascular exercise.

In consideration of The GYM agreement to instruct and train me, I do here now and forever release and discharge and hereby hold harmless The GYM and it's respective agents, heirs, assigns, contractors, and employees from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in this or any exercise program including any injuries resulting there from.

THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, INJURIES WHICH MAY OCCUR AS A RESULT OF (1) EQUIPMENT BELONGING TO The GYM OR TO MYSELF THAT MAY MALFUNCTION OR BREAK; (2) ANY SLIP, FALL, DROPPING OF EQUIPMENT; (3) AND/OR NEGLIGENT INSTRUCTION OR SUPERVISION.

I, _____, have been informed of, understand and am aware that any exercise program, whether or not requiring the use of exercise equipment, is a potentially hazardous activity. I also have been informed of, understand and am aware that any exercise and/or fitness activities involve a risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death, and that I am voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury, regardless of severity, or death. I understand that The GYM has no control over park or facilities conditions, and I hold The GYM, its employees, agents, and contractors harmless for any park conditions or weather conditions which might result in injury. I acknowledge that I understand that an examination by a physician should be obtained by anyone prior to commencing a fitness and/or exercise program, or initiating a substantial change in the amount of regular physical activity performed.

If I, _____, have chosen not to obtain a physician's consent prior to beginning this fitness program with The GYM, I hereby agree that I am doing so solely at my own risk. In any event, I acknowledge and agree that I assume the risks associated with any and all fitness related activities and/or exercises in which I participate.

Client's Initials _____

I acknowledge that I understand that The GYM is not a medical operation, and that no employees, agents, or contractors of The GYM are medical personnel who may diagnose or treat any medical conditions or emergencies that arise during any live sessions. Basic first aid will be rendered for minor injuries made known to the instructors, and for more serious injuries or conditions, basic first aid will be rendered until first

responders arrive, if summoned. In the sole discretion of The GYM, medical emergency care (911) may be contacted to render services to me should I exhibit any clear signs of physical distress or the need for emergency medical services during a session. I agree that if such services are summoned, I will be solely responsible for payment of those services, and I hold The GYM, its employees, agents and contractors harmless for any decision to summon or not summon emergency medical help for me during a session, and I hold The GYM, its employees, agents or contractors harmless for the rendering of any first aid or emergency medical assistance to me.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS FORM IN ITS ENTIRETY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR CLAIM OF ANY KIND OR NATURE AGAINST THE GYM, ITS EMPLOYEES, AGENTS, OR CONTRACTORS AS A RESULT OF ENROLLMENT IN OR PARTICIPATION IN ANY LIVE OR ON-LINE PROGRAM, OR ANY COMMUNICATION WITH THE GYM.

Participant's signature

Date

Please print name

Parent or legal guardian (if participant is under age eighteen)

Date

Please print name