

BARBELL FITNESS S&C LLC
Waiver Release and Indemnity
Agreement

BARBELL FITNESS S&C LLC, its facilities, equipment and activities have been designed and established to provide the optimum level of beneficial exercise and enjoyment without compromising the health and safety of the members or clients who utilize the facilities or participate in its activities. The nature of the programs made available and the equipment which is an essential part of many of these programs creates an inherent risk of injury. I

Print Name

As a member enrolled in BARBELL FITNESS S&C LLC. and its activities, I hereby agree to the following terms and conditions for participation in courses or programs. It is strongly suggested that participants consult with their doctors before engaging in any program or activities available at the facilities. My initials after each statement evidence that I have read and agreed to the terms.

_____ (Initials)

The undersigned participant acknowledges the existence of risk in connection with these programs and associated activities assumes such risks and agree to accept the responsibility for any injuries sustained by his/her use of the facilities and/or its equipment. The participant acknowledges and accepts responsibility for injuries arising out of these activities which involve risks including but not limited to the following areas:

- Use of exercise equipment
- Participation in unsupervised activities which are available
- Participation in other individual or group exercise or sport activities
- All injuries or medical disorders arising out of the use of the facilities
- All injuries or medical disorders arising out of the activities
- Accidents occurring on or in the facilities
- Accidents occurring during or after the activities

_____ (Initials)

I am of good health and physically able to participate in all the requirements of the physical course or available programs for which I am enrolled.

_____ (Initials)

If I am participating in an instructor, coach or trainer led activity, I have advised the instructor, coach or trainer of any health conditions that may limit my ability to fully participate in physical courses or programs including, but not limited to, musculo-skeletal conditions, pregnancy, asthma, or other respiratory conditions, chronic illness or any other conditions which may require doctor's care. I understand that I have a continuing obligation to advise the instructor, coach or trainer of any health conditions that may arise during the course, activity or program.

_____ (Initials)

If I have any health conditions that may limit my ability to fully participate in physical activities, I have provided a note from my physician or medical provider verifying that I am able to safely participate in physical courses, classes, sessions and/or activities. I understand that BARBELL FITNESS S&C LLC will maintain confidentiality for any information received from a physician or medical provider.

_____ (Initials)

If I am unable to participate in activities required by BARBELL FITNESS S&C LLC or organized activity, I will advise the instructor, coach or trainer immediately. My failure to advise the instructor, coach or trainer of any potential issues may result in a waiver of my rights.

_____ (Initials)

I understand that I am required to review and accept the terms of this waiver, release indemnity agreement prior to participation in a physical course, program, or activity associated with BARBELL FITNESS S&C LLC

_____ (Initials)

I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action related to physical courses, programs and/or activities for personal injury, property damage or wrongful death occurring wherever or however the same may occur and the undersigned does for him/herself his/her heirs, executors, administrators and assignees hereby release, waive, discharge and relinquish any action or cause of action aforesaid, which may hereafter arise for him/herself and for his/her estate and agrees that under no circumstances will he/she or his/her heirs, executor, administrators and assignees prosecute, present any claim for personal injury, property damage or wrongful death against BARBELL FITNESS S&C LLC or any of its officers, agents, servants, employees, coaches or trainers for any of said causes of action, whether the same shall arise by negligence of any of said persons or otherwise. IT IS THE INTENTION OF..... BY THIS INSTRUMENT TO EXEMPT AND RELIEVE BARBELL FITNESS S&C LLC OF LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH.

_____ (Initials)

The undersigned for his/herself his/hers executor, administrators or assignees agrees that in the event any claim for personal injury, property damage or wrongful death related to physical courses, programs or activities shall be prosecuted against BARBELL FITNESS S&C LLC, he/she shall indemnify and save harmless, including reasonable attorney's fees and costs, the same BARBELL FITNESS S&C LLC from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.

_____ (Initials)

The undersigned further acknowledges the existence of and need for certain rules concerning the use of equipment, facilities and other procedures related to activities in the facility and other related areas. The undersigned agrees to abide by those rules and make every effort to assure that the equipment and facilities are kept in a safe and usable condition.

The attests that the information provided is true and correct. The undersigned acknowledges that he/she has read the foregoing paragraphs and is fully aware of the legal consequences of signing the within instrument.

Dated this _____ day of _____, 20____

Print Name

Signature

Emergency Medical Information
Contact:

_____ Relation _____ Telephone _____

If participant is under 18 years old signature of parent is required for participation

Parent/Guardian Name

Parent/Guardian Signature