**COMPANY**Company Address
City, State Zip Code

**RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY**

You understand and acknowledge that using, or being present on or around, or observing, the [COMPANY] facility, property, equipment, services, or activities involves the risk of injury to you or your guest, whether you, someone and/or something else causes it. Specific risks vary and the risks range from minor injuries to major or catastrophic injuries and death.

In consideration of your acceptance of the benefits under [MEMBERSHIP AGREEMENT], you understand and voluntarily accept and assume all these risks, and with [MEMBERSHIP AGREEMENT], you hereby voluntarily agree, on behalf of yourself (and your personal representatives, heirs, executors, administrators, agents and assigns) to release, waive and discharge [COMPANY], its members, managers, officers, directors, shareholders, employees, volunteers, agents, independent contractors, insurers, successors and assigns (collectively hereafter, “[COMPANY]”) from any and all liability for any injury to you, including, without limitation, your personal, bodily, or mental injury, injury leading to death, your death, economic loss, non-economic loss, or any other injury or damage to you or to your property resulting from and/or arising out of the negligence of [COMPANY] or anyone on [COMPANY’S] behalf or anyone else whether related to exercise or not.

You agree to indemnify, defend and hold [COMPANY] harmless against any claims, causes of action, demands, liability, damages, defense costs, including attorneys’ fees, or from any other costs or expenses incurred in connection with claims for bodily injury, wrongful death or property damage caused in whole or in part by your representations, intentional conduct, negligence or other wrongful acts or omissions. You further agree to hold harmless, defend and indemnify [COMPANY] from any claims, causes of action, demands, liability, damages, defense costs, including attorneys’ fees, or from any other costs or expenses incurred in connection with claims for bodily injury, wrongful death or property damage brought by you, your guests, or minors, even if [COMPANY] was negligent.

You understand and acknowledge that [COMPANY] does not manufacture fitness or other equipment at its facilities, but purchases and/or leases equipment. You further understand and acknowledge that [COMPANY] is providing recreational services and only makes equipment available for its members and guests and therefore may not be held liable for defective products.

By signing below you acknowledge that you have read and fully understand this document. You are further acknowledging that you are accepting these personal risks and conditions of your own free will.

|  |  |  |
| --- | --- | --- |
| Signature  |  | Date |

|  |  |  |
| --- | --- | --- |
| Print Name |  |  |