



RELEASE AND WAIVER OF LIABILITY. ASSUMPTION OF RISK AND INDEMNITY AGREEMENT OF

In consideration of participating in the programs and use of equipment of Fit One I represent that I understand the nature of these activities and that I am qualified, in good health, and am in proper physical condition to participate in the activities of this Gym. I acknowledge that if I believe programs or activities are unsafe for myself and other of my family, I will immediately discontinue participation in the activities of Fit One. I fully understand that participation in activities at Fit One could cause serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions. I fully accept and assume all such risks and all responsibility fir losses, cost and damages that I incur as a result of my participation in the programs and the use of equipment of this gym.

I hereby release, discharge, and covenant not to sue Fit One, its respective administrators, directors, personal trainers, group instructors, owners, volunteers and employees (each considered one of the "RELEASEES") from all liability, claims, demands losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the of the "releasee" or otherwise, including negligent rescue operation and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any loss, liability, damage or cost, which any my incur as the result of such claim.

I have read the Released and Waiver of Liability, Assumption of risk and Indemnity Agreement, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend to be complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed name of participant

Printed name of participant

Signature of participant

Signature of Participant

FOR MINORS: I, the minor's parent/legal guardian, understand the nature of the above referenced activities and the minors experience and capabilities and believe the minor to be qualified to participate in Fit One gym. I hereby release, discharge, covenant not to sue and agree to indemnify and save and hold harmless each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alledged to have been caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations and further agree that if, despite this release the minor or anyone on the minor's behalf makes a claim against any of the Releasees. I will indemnify, save, and hold harmless each of the releasees form any litigation expenses, attorney fees, loss of liability, damage or cost any releasee may incur as the result of any such claim.

Printed name of parent/legal guardian

Signature of Parent /Legal Guardian

(Date)