



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter "The Release Agreement")

BY SIGNING THIS YOU WILL WAIVER CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY

THE ACTIVITIES REFERRED TO IN THIS RELEASE AGREEMENT INVOLVE RISKS, DANGERS AND HAZARDS INCLUDING RISK OF DAMAGE, LOSS, PERSONAL INJURY AND DEATH. THESE RISKS, DANGERS AND HAZARDS ARE MORE FULLY DESCRIBED ON THE FOLLOWING PAGES, ALL PARTICIPANTS IN THESE ACTIVITIES ARE REQUIRED TO SIGN THIS RELEASE AGREEMENT, WHICH IS INTENDED TO PREVENT PARTICIPANTS FROM SUING IN THE EVENT OF AN ACCIDENT. PLEASE TAKE TIME TO REVIEW THIS DOCUMENT CAREFULLY.

LAST NAME: _____ **FIRST NAME:** _____

STREET: _____

CITY: _____ **STATE:** _____

ZIPCODE: _____

**TELEPHONE NUMBER
(INCLUDING AREA CODE):** _____

EMAIL ADDRESS: _____

TO: _____ (the "Operator") and THE MANUFACTURERS AND DISTRIBUTORS OF THE EQUIPMENT USED IN FITNESS PROGRAMS, and their respective directors, officers, agents, representatives, employees, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (collective the "RELEASES").

DEFINITIONS

In this agreement the term "Fitness Programs" shall include all activities, programs, events, classes, and services provided by HIGH Fitness, use of fitness machines and facilities, orientation or instructional sessions or lessons, and all other such related activities.

ASSUMPTION OF RISKS

I am aware that my participation in HIGH Fitness involves many risks, dangers, and hazards, which could result in damage, loss, physical injury to me. Some of these risks, dangers and hazards include, but are not limited to:

- Health: overexertion, dehydration, fatigue, lack of fitness or conditioning
- Premises: defective, dangers or unsafe condition of the facilities, falls, collisions with objects, equipment or persons.
- Advice: negligent advice regarding fitness programs
- My conduct and conduct of other persons, including NEGLIGENCE ON THE PART OF THE RELEASES, may increase the risk of damage, loss, personal injury or death. I understand that the Releases may fail to safeguard or protect me from the risks, dangers, and hazards of HIGH Fitness, some of which are referred to above.

Despite the risks, dangers, and hazards of HIGH Fitness, and fully understanding such risks, dangers and hazards, I wish to participate in HIGH Fitness with the Operator, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers, and hazards and the possibility of personal injury, death, and loss resulting there from.

INSURANCE

I am aware that the Releases do not provide me with any disability, accident, liability or medical insurance or compensation, should I become injured or cause personal injury or property damage to any third party while participating in HIGH Fitness.

JURISDICTION

This agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of [redacted]. Any litigation involving parties to the Agreement shall be brought solely within the State of [redacted] and shall be within the exclusive jurisdiction of the Court of the State of [redacted].

I wish to receive email regarding news, schedule changes and promotional offers relating to HIGH Fitness.

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

