

## WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Activation Fitness, Inc.

Upon signing this Agreement and forever thereafter, you, \_\_\_\_\_, **agree that if you engage in any physical exercise or activity or are present on the premises of Activation Fitness, Inc. (AF), you do so at your own risk and assume the risk of any and all injury and/or damage you might sustain, regardless of whether such injury or damage arises out of or during physical exercise.** Your assumption of risk includes but is not limited to your use of any exercise equipment (mechanical or otherwise), the bathroom/shower areas, sidewalk, parking lot, or any other part or item in or around AF. You agree to assume the risk of your participation in any activity, class, program, instruction, or studio sponsored event. You agree that you are voluntarily participating in the aforementioned activities and assume all risk, known and unknown, associated with using the AF's facilities, equipment and premises including, without limitation, any loss or theft of any personal property. You agree on behalf of yourself (and your spouse, all your, children, personal representatives, heirs, executors, administrators, agents, and assigns) to forever release and discharge AF and our owners, employees, agents, representatives, affiliates, successors, and assigns from any and all claims or causes of action (known or unknown) arising out of the negligence of AF, whether active or passive, or that of any of its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) AF's maintenance of any exercise equipment or facilities, (c) AF's instruction or supervision, including personal training, and (d) you slipping and falling while in AF or any portion of the premises for any reason. By executing this Agreement, you hereby agree to indemnify and hold harmless AF from any loss, liability, damage, or cost AF may incur due to your presence at AF. You further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as possible, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **This release is not intended as an attempted release of claims of gross negligence or intentional acts.** You acknowledge that AF is designed to and does offer a service to its members encompassing the entire fitness spectrum. AF is not in the business of selling, leasing or otherwise placing into the stream of commerce weight lifting equipment, exercise equipment, or other such products, and the use of any such items is incidental to the service provided by AF.

**YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST AF FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. YOU HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAS BEEN MADE. YOU AGREE, FOR YOURSELF AND YOUR SPOUSE, CHILDREN, SUCCESSORS, HEIRS AND ASSIGNS, THAT THE ABOVE REPRESENTATIONS ARE CONTRACTUALLY BINDING, AND ARE NOT MERE RECITALS, AND THAT SHOULD YOU OR YOUR SUCCESSORS ASSERT ANY CLAIM IN CONTRAVENTION OF THIS AGREEMENT, THE ASSERTING PARTY SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED BY THE OTHER PARTY OR PARTIES IN DEFENDING AGAINST ANY SUCH ACTION.**

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Date

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Printed Name

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Printed Name of Parent or Guardian if Applicable

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Signature of Client, Parent or Guardian as Applicable