

Waiver and Release of Liability

In consideration of me participating in Fitness Exclusive Inc. gym, I agree as follows:
I fully understand and acknowledge that:

(a) Risks and danger exist in my use of weight training equipment and my participation in weight training activities;

(b) My participation in such activities and/or of such equipment may result in my injury or illness including but not limited to bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, heat stroke, heart attack, death or other ailments that could cause serious disability;

(c) These risks and dangers may be caused by the negligence of the owners of Kewanee Sale Barn Inc. and/or Fitness Exclusive Inc., the negligence of the participants, the negligence of others, accidents, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and

(d) By my participation in these activities and/or use of Fitness Exclusive weight lifting equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners of the property, agents, employees of, or by any other person. I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify and its owners, agents, shareholders, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Fitness Exclusive weight training equipment or my participation in weight training activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or others' conduct by the owners, agent, officers, shareholders or employees of.

(e) I agree to not lift alone and not to bring in nonmembers.

This waiver does not expire.

I have read the above waiver and release and by signing it agree it is my intention to exempt and relieve from liability for personal injury, property damage or wrongful death cause by negligence or any other cause.

Print Name _____ Age _____

Date of Birth _____

Phone _____ Signature _____

Address _____ City _____

Signature of Parent/Guardian _____ Date _____
(If less than 18 years old)

Witness _____ Date _____