

24 Hour Access Club

WAIVER & RELEASE FORM

You have agreed to purchase a membership at a facility that allows you access at any time. As such, you are aware that there will be **no supervision or assistance**. You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack, that there will likely be no one to respond to your emergency and this facility has no duty to provide assistance to you. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none will be provided. We **HIGHLY** recommend that you have a workout partner accompany you while at the club, but it is entirely up to you. **Initial** _____

Because physical exercise can be strenuous and subject to risk of serious injury, the club urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any club amenity on the premises or off premises including any sponsored club event, you do so **entirely at your own risk**. You agree that you are voluntarily participating in the use of this facility **and assume all risks** of injury, illness, or death. We are also not responsible for any loss of your personal property. **Initial** _____

This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment and (c) your slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking areas. **Initial** _____

You acknowledge that you have carefully read this “waiver and release” and fully understand that it is a **release of liability**. You expressly agree to release and discharge the club, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the club for negligence, personal injury or property damage. **Initial** _____

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force.

Signed: _____

Printed Name: _____

Dated: ___/___/___

5/12/05