



## WAIVER & RELEASE AGREEMENT

### EXERCISE, EQUIPMENT AND CLASSES

All workouts, classes, use of weights, use of machinery and use of equipment and apparatus at Fit36 shall be at the member's sole risk. The member understands that although all Fit36 workouts are organized and led by instructors, the final decision to participate in exercise programs or methods and decisions related to the types of equipment the member uses shall be solely the member's responsibility. Fit36, its owners, franchisees, franchisors, employees, contractors, managers and all other related entities and individuals (collectively referred to herein as "Fit36"), shall not be liable to member for any claims, demands, damages or causes of actions due to injury to member's person or property arising out of or in connection with the use by member of the services, facilities and/or premises of any Fit36 location regardless of whether the injury or damages were caused by the negligence of Fit36, its instructors, its employees or its agents. This waiver and release specifically applies to claims of negligent instruction and/or supervision that may arise as a result of injuries sustained during classes or training programs and the waiver and release applies regardless of whether the claimed injury occurred before, during or after any of the scheduled programs offered at Fit36.

### GENERAL USE OF FIT36 FITNESS LOCATIONS

It is expressly agreed that the use of all Fit36 premises and facilities (including but not limited to the workout floor area, restrooms, locker areas, outdoor areas, parking lots, common areas, etc.), without limitation and whether engaging in exercise activities or not, shall be undertaken by a member at his/her sole risk. Fit36 shall not be liable for any injuries or damages to any member, or the property of any member, or be subject to any claim, demand, damages or causes of action arising out of the use of, or occurring on, any Fit36 premises or facilities regardless of whether it was caused by the negligence of Fit36, its employees or its agents. It is agreed that this waiver and release agreement applies to any and all incidents occurring on any Fit36 operated premises or facilities (including Fit36 locations other than member's location of enrollment). This waiver and release agreement specifically applies to, but is not limited to, slip or trip and fall incidents, regardless of the cause. Fit36's facility and premises include all areas associated with Fit36 in any manner, including the parking lot, sidewalk and other outdoor areas surrounding the facilities.

***The member also expressly acknowledges that by signing below he or she is relinquishing all rights he or she may have to sue Fit36 for injuries arising out of the use of its premises, facilities or its services. This release is intended to be interpreted as broadly as allowed under California law.***

Print Member Name: \_\_\_\_\_

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_