

PARTICIPANT WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF THE RISK

PARTICIPANT INFORMATION:

Printed Name, Date of Birth, and Address of the Participant:	Printed Name, Date of Birth, and Address of each minor child Participant:

WAIVER, RELEASE & ASSUMPTION OF THE RISK:

All individuals who participate in any activity or class or who utilize any equipment or the facilities (the “Participant”) provided by *ELEMENTS FITNESS STUDIOS, INC.* (referenced herein as the “Company”) must assume all risk of bodily injury and death, and to the fullest extent permitted by law, waive, release, and hold harmless the Company from any liability as explained in this legally binding agreement.

On behalf of myself as the Participant and any and all minor child or children under my supervision and control (the minor child Participant) (collectively referenced herein as the “Releasing Party”), I/we hereby voluntarily elect to participate in the classes and activities and utilize the facilities and equipment offered by the Company.

In consideration for being permitted to participate in the activities and classes and to utilize the facilities and equipment offered by the Company, the Releasing Party hereby represents, acknowledges, and agrees as follows:

The Company offers exercise classes, activities, equipment and facilities, including but not limited to indoor cycling and climbing. There is a risk of physical injury and/or death associated with the exercise classes, activities, equipment and facilities offered by the Company, including the risk of falls, equipment failure, fatigue, dizziness, and injury or death by exceeding the Participant’s physical strengths or abilities. The Releasing Party for himself/herself and on behalf of each minor child

Releasing Party Initials\_\_\_\_\_

Participant identified above, acknowledges and agrees that it is the sole responsibility of the Releasing Party to determine whether the Releasing Party is sufficiently fit and healthy enough to participate in the exercise activities, classes and to utilize the equipment and facilities offered by the Company.

The Releasing Party further acknowledges and agrees that he/she/they are voluntarily participating in the exercise classes and activities and using the equipment and facilities offered by the Company, and the Releasing Party voluntarily assumes any and all risks associated with such participation and use of the equipment and facilities.

The Releasing Party does, for himself/herself and each minor child Participant identified above, hereby forever, irrevocably and unconditionally release, waive, discharge, covenant not to sue, demand, claim or proceed to collect from the Company or its shareholders, officers, directors, employees, trainers, and independent contractors (referenced as the "Released Party"), any and all damages, claims, demands of any kind or nature, whether known or unknown, foreseen or unforeseen, including any claims for bodily injury or death, arising from or relating to, whether directly or indirectly, the Releasing Party's participation in any class or activities offered by the Company or the Releasing Party's use of any equipment or the facility offered by the Company.

In the event that any claim is asserted against the Released Party, which is within the scope of risks assumed and the claims waived and released by this agreement, the Releasing Party shall indemnify, defend, and hold harmless the Released Party, including indemnifying the Released Party for the payment of any claims covered by this agreement and the payment of all reasonable attorney fees.

The Releasing Party understands that this waiver, release and hold harmless agreement applies to and includes all activities and classes that the Releasing Party engages in at the Company premises, whether inside or outside.

The Releasing Party understands and agrees that the terms and conditions set forth in this agreement extend forever into the future and will have full force and effect

Releasing Party Initials\_\_\_\_\_

each and every time the Releasing Party participates in any activity or class provided by the Company or utilizes the equipment and facility provided by the Company.

The Releasing Party represents and acknowledges that no person is permitted to participate in any class or activity or utilize any equipment or facility offered by the Company unless the participant voluntarily executes this *“Participant Waiver, Release of Liability and Assumption of the Risk.”*

The Releasing Party does, for himself/herself and each minor child Participant identified herein, sign and acknowledge this agreement with the intention of being bound by its terms and conditions.

THE RELEASING PARTY:

\_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_

Releasing Party Initials \_\_\_\_\_