

## **WAIVER AND RELEASE OF LIABILITY FOR USE OF COMPANY INC. EXERCISE FACILITY**

In consideration of being permitted to access, use or participate in COMPANY Inc. exercise facilities, training or any fitness class, including any Yoga classes, held at (“COMPANY Facility”) or elsewhere, as applicable, I expressly agree, on behalf of myself, my heirs, executors, successors and assigns, to HEREBY WAIVE AND RELEASE, indemnify, hold harmless and fully and forever discharge COMPANY Inc. and its agents, employees, officers, members, directors, affiliates, subsidiaries, successors and assigns (collectively, "Releasees"), from any and all responsibilities or liability for injuries (including death) or damages resulting from or related to my participation (or my guest) in any supervised or unsupervised activities (including any fitness class, such as a Yoga class) or my use of equipment or machinery at the COMPANY Facility or elsewhere. I do also hereby release Releasees from any responsibility or liability for any injury to myself (or my guest), including those caused by negligent act or omission of Releasees or in any way arising out of or connected with my participation in any supervised or unsupervised activities at the COMPANY Facility or the use of any equipment or machinery at the COMPANY Facility or elsewhere.

I understand that such use, involvement or activity could be dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, executors and assigns, I understand that I am hereby waiving any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated that I may have against Releasees with respect to any losses of any type arising from any supervised or unsupervised activity and use of equipment at the COMPANY Facility. In addition, I also understand and agree that COMPANY Inc. and all of the Releasees are not responsible for property that is lost, stolen, or damaged while in, on, or about the Facility (including the showers and lockers), and you hereby release COMPANY Inc. and all of the Releasees from any responsibility or liability for any lost, stolen, or damaged property.

I understand that I am assuming any and all risk, (including damage to personal property) associated with or arising out of my use of, or participation in any supervised or unsupervised activity in, the COMPANY Facility, including but not limited to participation in individual or group instruction, use of the showers at the facility, use of cardiovascular, weightlifting and other equipment, or other related activities at the COMPANY Facility or elsewhere. I also understand and agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose. I do hereby waive, release and forever discharge the Releasees from any and all responsibilities or liability for any present and future injuries or damages resulting or arising from my participation in any activities (such as, but not limited to, yoga) including any injuries and damages caused by the negligent act or omission of any of the persons involved.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted on the premises of the COMPANY Facility, whether by agreement, by operation of law, or otherwise.

**I HAVE READ, UNDERSTAND AND FULLY AGREE TO THE TERMS OF THIS WAIVER AND RELEASE.** I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver.

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

Printed  
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

---