

Personal Best, LLC / National Personal Training Institute of Colorado "The Fitness Center" / MEMBER WAIVER & RELEASE FORM

Because physical exercise can be strenuous and subject to risk of serious injury, The Fitness Center urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (**PRINT NAME**) _____ agree that if you engage in any physical exercise or activity, or use any amenity on The Fitness Center premises or off premises including any event sponsored by The Fitness Center, you do so ***entirely at your own risk***. Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are entirely your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and use of these facilities and premises ***and assume all risks of injury***, illness, or death. The Fitness Center is not responsible for any loss of your personal property.

This waiver and release of liability includes, without limitation, all injuries which may occur as a result of, (a) your use of all of The Fitness Center's amenities, equipment, or any item affiliated or associated with The Fitness Center, to include your participation in an activity, class, consultation, instruction, program, or personal training or, (b) the sudden and unforeseen malfunctioning of any equipment (c) dietary recommendations and (d) your slipping and/or falling while in the club, or on The Club premises, including adjacent sidewalks and parking areas.

You acknowledge that security cameras in the public areas of this facility whose sole use is for security. Your likeness or image will not be used in any promotional material without your consent.

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 Fitness Center, 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 Fitness Center for personal injury or property damage.

To the extent that statute or case law does not prohibit release for negligence, this release is also for negligence on the part of The Fitness Center, its agents, and employees.

If any portion of this release form liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally or superseded by any other Agreement, oral or written.

Signed: _____

Date: ____/____/____

Printed Name: _____

Check one: Guest _____ Member _____ Student _____ Staff _____