

## WAIVER OF LIABILITY - FITNESS 48

I, the undersigned, hereby acknowledge and agree as follows:

1. I release, indemnify, defend, protect, and forever discharge and hold harmless FITNESS 48, LLC and its employees, representatives, agents, affiliates, assigns, personnel, and/or any and all persons directly or indirectly acting for or with FITNESS 48, LLC ("Company") from any and all liabilities, claims, damages, injuries, losses, costs, fees (including reasonable attorneys' fees), or demands of whatever nature by me or any third party, either in law or in equity, which arise from the access and use of Company's health and fitness facility located at 4302 E. Ray Rd., Suite 109-111, Phoenix, Arizona, 85044 ("Facility"). I understand and acknowledge that this waiver discharges Company from any liability or claim that I may have against Company with respect to any bodily or personal injury, illness, death, or property damage or loss that may result from my access to and use of Facility unless resulting from Company's gross negligence or willful misconduct.
2. I release and forever discharge Company from any claim whatsoever which arise related to any first-aid treatment or other medical services rendered in connection with an emergency resulting from my access to and use of Facility.
3. I understand my access to and use of Facility may including activities that may be dangerous or hazardous to me. I have been advised of potential dangers and risks of injury and I voluntarily access and use Facility at my own risk. I acknowledge that I am in good health and have no physical limitations that affect my safe use of Facility. I shall not use Facility if I have a disability, impairment, or ailment preventing me from safely engaging in active or passive exercise, or that will be detrimental or adverse to my health, safety, or physical condition if I do engage or participate. I assume all related risk or harm, both known or unknown to me.
4. I understand that Company is not liable whatsoever for me and any acts or omission by me. Company does not sponsor or exercise any physical or other control over, and is not required to monitor or supervise, any activities at Facility. Company will not maintain any forms of insurance, including general liability insurance, on or behalf of me. I shall promptly bring to Company's attention the discovery of knowledge of any potential or actual problems or liabilities.
5. I agree to abide by and obey all laws, rules, and regulations of all governmental and lawful authorities while present at and using Facility and shall not engage in any activity, practice, or conduct which would violate such laws, rules, and regulations. Furthermore, I agree to abide by and obey all of Company's rules and regulations while present at and using Facility. I acknowledge I may be liable for any and all property damage, other than normal wear and tear, caused by me.
6. Company reserves the right to eject any person(s) from any portion of Facility for good cause, including violation of any terms in this release. Upon the exercise of this authority, I waive any right or claim for damages against Company.
7. This waiver is intended to be as broad and inclusive as permitted by, and that this waiver shall be governed by and interpreted in accordance with, the laws of the State of Arizona. I agree that in the event that any clause or provision of this waiver is deemed invalid, the enforceability of the remaining provisions of this waiver shall not be affected.
8. This document contains the entire agreement between Company and the undersigned concerning the subject matter hereof.

BY SIGNING BELOW, I ACKNOWLEDGE THAT THE INFORMATION HEREIN IS ACCURATE, THAT I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY THE ABOVE RELEASE AND TO BE LEGALLY BOUND, THAT I AM AT LEAST 18 YEARS OF AGE AND AUTHORIZED TO EXECUTE THIS AGREEMENT, AND I HEREBY WAIVE MY RIGHTS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME TO THE FULLEST EXTENT ALLOWED BY LAW. IF I AM UNDER THE AGE OF 18, MY PARENT OR LEGAL GUARDIAN SHALL ALSO SIGN BELOW.

**FULL NAME (PRINT)**

**YOUR TRAINER'S NAME**

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\_\_\_\_\_

**SIGNATURE**

**DATE**

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### **FOR THE PARENT OR LEGAL GUARDIAN OF ABOVE UNDERSIGNED MINOR (IF APPLICABLE)**

By signing below, I hereby acknowledge that I am the parent or legal guardian of the minor who signature appears above. I acknowledge that the information provided is accurate, that the undersigned minor voluntarily agrees to the terms above and uses Facility with the knowledge of the potential danger involved, that I have read and understand the terms, I consent and agree to the terms and provisions on behalf of the undersigned minor, and I hereby voluntarily waive any rights available to me or the undersigned minor. I agree to indemnify and hold harmless Company in the event the undersigned minor sues me, Company, or any third party.

**FULL NAME**

**RELATIONSHIP**

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE**

**DATE**

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