

# Wellington Athletic Club, LLC dba Fitness1



## WAIVER & RELEASE FORM

Because physical exercise can be strenuous and subject to risk of serious injury, the club urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any club amenity on the premises or off premises including any sponsored club event, you do so **entirely at your own risk**. You agree that you are voluntarily participating in the use of this facility **and assume all risks** of injury, illness, or death. We are also not responsible for any loss of your personal property. **Initial** \_\_\_\_\_

This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment and (c) your slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking areas. **Initial** \_\_\_\_\_

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 club, 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 club for negligence, personal injury or property damage. **Initial** \_\_\_\_\_

I hereby grant Fitness1 "Photographer" and his/her legal representatives and assigns, the irrevocable and unrestricted right to use and publish photos/videos for me, or in which I may be included, for editorial trade, advertising, or any other purpose in any manner and medium; to alter the same without restriction; and to copyright the same. I hereby release Photographer and Fitness1 and his/her legal representatives and assigns from all claims and liability related to said photos/videos. I further grant Fitness1 and his/her legal representatives and assigns, the irrevocable and unrestricted right to use my name, age, and other pertinent information in editorial trade, advertising, and any other purpose and in any manner and medium. **Initial** \_\_\_\_\_

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force.

PHONE NUMBER: \_\_\_\_\_ SHIRT SIZE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

\_\_\_\_\_  
CLEARLY Printed Name

\_\_\_\_\_  
Signature Date Signed

\_\_\_\_\_  
Parental/Guardian Signature Required if above is under 18 years of age Date Signed