



PowerFit Waiver

Participation Agreement, Release of Liability, and Acknowledgement of Risk

Release of all claims and assumption of all risks:

WARNING: By signing this agreement, you give up all rights you may have to recover compensation through the courts or otherwise, for any personal injuries, damage to your property, or for your death arising out of your using the facilities of Fortitude Health and Training, LLC and/or of your observing or participating in the activities sponsored by Fortitude Health and Training, LLC even if your injuries or damages are caused by the negligence of the person(s) being released. You will be assuming responsibility for all risks, whether foreseeable or not, connected with your presence at the facilities or activities of Fortitude Health and Training, LLC. Be sure that you have read and understood this agreement before signing it.

_____Initial
I understand and acknowledge that exercise, weight training, and fitness training have inherent dangers that no amount of care, caution, instruction or expertise can eliminate, including but not limited to injuries or death resulting from failure or negligent misuse of the facilities or equipment of Fortitude Health and Training, LLC; injuries resulting from slips, trips, falls while observing or participating in the activities sponsored by Fortitude Health and Training, LLC including but not limited to injuries incurred while using any equipment and the restroom facilities; injuries resulting from the fall of other persons who may come in contact with me or from any falls in which I come in contact with any other persons; injuries resulting from my own negligence or the negligence of Fortitude Health and Training, LLC employees in giving adequate warning and instruction.

_____Initial
My participation in this activity is voluntary, and I elect to participate in spite of the said risks to myself and my property.

_____Initial
I hereby release and discharge the landlord of Fortitude Health and Training, LLC, all staff members, facilities or equipment of Fortitude Health and Training, LLC from any and all claims and liabilities arising out of any negligence whatsoever which causes injury to me or my property, or which causes my death, while I am observing and/or participating in activities sponsored by Fortitude Health and Training, LLC or while I am using the facilities of Fortitude Health and Training, LLC.

_____Initial
Should Fortitude Health and Training, LLC, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for fees and costs.

_____Initial
I have read the foregoing Release of Liability and understand that by signing below I am giving up my right to bring legal action against the Released parties, including my right to a jury trial, for personal injuries, death or property damage arising out of Fortitude Health and Training, LLC. I assume complete responsibility for all risks even if they are not foreseeable at the time I sign this



agreement. By voluntarily assuming the risks involved, I will be solely responsible for any loss or damage I sustain, including personal injuries to me, damage to my property, or damages arising out of my death.

I understand Fortitude Health and Training, LLC and anyone working for Fortitude Health and Training, LLC has the right to refuse service to anyone at anytime.

_____ Initial

NAME: _____

CHILDS NAME: _____ AGE: _____ D.O.B ____ / ____ / ____

ADDRESS: _____ CITY: _____ ST: ____ ZIP: _____

PHONE#1: _____ PHONE#2: _____

E-MAIL: _____

SIGNATURE: _____ DATE: _____