

PARTICIPANT RELEASE AND WAIVER OF LIABILITY AGREEMENT

THIS RELEASE AND WAIVER OF LIABILITY (the “Agreement”) is entered into on _____, 20__ by and between _____ (“Releasor” also known as “Participant”) in favor of **Unstoppable Fitness 365, LLC (“Gym”)**.

I, the undersigned Releasor, hereby acknowledge, attest, and consent to the following: as consideration of my voluntary decision to participate in the physical exercise, training classes, and other activities offered by _____ (“Trainer”), which shall take place at and make use of the Gym’s facilities, I hereby forever release Unstoppable Fitness 365 LLC, and, including but not limited to, each of their respective members, managers, directors, officers, employees, volunteers, agents, contractors, representatives, heirs, assignees, and any parent, subsidiary or affiliated entities (collectively “Releasees”) from any and all loss or damage, claim, action or demand that I, my assignees, heirs, distributes, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for harm, injury, death or property loss or damage related to my presence at and use of the Gym facilities. I further agree to indemnify, save and hold harmless the Releasees from and against any claims, demands, actions, causes of action, loss, liability, damage, expenses or cost they may incur, including reasonable attorney’s fees and costs of suit, due to my presence at the Gym’s facilities and whether caused by the negligence of the Releasees or otherwise.

I acknowledge and agree that it is my sole responsibility to carefully evaluate the risks inherent with the use of the Gym Facilities and equipment, and that participating in physical exercise involves such risks, including by not limited to physical injury, strain, discomfort, the possibility of serious injury or death, the dangers posed by willful or negligent conduct of myself and/or others, including the Releasees, or by any Acts of God, and/or action outside of the control of the Releasees. As such, I have fully considered such risks and assume any and all responsibility for any injuries or other medical incidents arising from my presence at and use of the Gym facilities.

I acknowledge and represent that I am physically fit to use the Gym facilities and participate in physical exercise. I further represent that I have no medical condition that would prevent my safe participation therein; should I have any medical conditions or concerns, I have consulted with a healthcare provider and obtained clearance to participate in such activities. I hereby consent to receiving any necessary medical treatment resulting from my use of and presence at the Gym facilities and any equipment therein and agree to bear all costs associated with receiving such treatment.

Further, I agree to abide by all rules, regulations, and policies of the Gym and my Trainer, including the proper use of equipment, following safety guidelines, and respecting other patrons and staff.

THIS IS AN IMPORTANT LEGAL DOCUMENT. I hereby declare that (i) I have reviewed this Agreement with legal counsel or have knowingly declined the opportunity to review it with such counsel, (ii) that my failure to review this Agreement with legal counsel shall in no way impair the legally binding nature of this Agreement, (iii) that I have completely read this Agreement, fully understand and voluntarily accept all of the terms and conditions contained herein.

Signature: _____ Printed Name: _____