



## RELEASE & WAIVER OF LIABILITY

I, (printed name of client) \_\_\_\_\_, born (date of birth) \_\_\_\_\_, wish to become a client of 21g Gym and to participate in physical Fitness Activities at the facility including use of its equipment, facilities and participating in classes on or off premises. In consideration of my being permitted to use 21g Gym and be present on the premises, I, for myself, my personal representatives, successors, assigns, heirs, and next of kin, hereby freely agree to make the following contractual representations and agreements:

I acknowledge that I have had either a physical examination or have been given my physician's permission to participate in Fitness Activities. I acknowledge and understand that use of 21g Gym and participation in the Fitness Activities may involve the risk of bodily injury, property damage, and other dangers. Dangers may include, but are not limited to: broken bones, strains, sprains, bruises, concussions, heart attack, heat exhaustion and, in some cases, even death. I acknowledge these risks and dangers of participating in Fitness Activities and, these risks and dangers notwithstanding, for myself, my representatives, successors assigns, heirs, and next of kin, I FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION, as set forth herein and I have decided to voluntarily participate in Fitness Activates which may have been suggested, recommended, designed or administered by 21g Gym and its staff, but freely undertaken by me independent of any recommendation.

I have been advised and realize that participation in Fitness Activities offered by 21g Gym presents some unavoidable risk of injury, especially to people who have preexisting injuries, illness or medical disabilities. I recognize that many changes may occur as a result of these exercise lessons, including but not limited to possible aggravation of some symptoms, feelings of tiredness, lightheadedness, increased energy, mood changes, etc. I also understand that I should use my own judgment and stop exercising immediately if I detect pain, dizziness or discomfort of any sort during the course of the exercise program.

I further understand that the owner and staff of 21g Gym, do not render any opinion about my competency, mental condition, physical condition or ability to use the featured equipment or participate in the Fitness Activities. My use of the equipment and/or participation in any of the activities in the facility is my own decision. I understand that the Owner recommends that all users, including myself, consult with a physician before undertaking any program of regular exercise and acknowledge that I know of no medical or physical condition that would prevent me from participation in any of the activities taking place in 21g Gym.

I agree to keep my physician advised as to my exercise regimen and any physical or mental condition, or changes in condition, that may affect my participation in offered activates, and to act accordingly on my physician's advice.

Accordingly, for myself, my representatives, successors assigns, heirs, and next of kin, I HEREBY RELEASE, WAIVE, ABSOLVE, DISCHARGE AND AGREE TO HOLD HARMLESS the Owner, including its members, directors, officers, employees, agents, landlords, equipment manufacturers and insurers from and against any and all rights, claims, demands, causes of action, obligations, suits, liens, damages or liabilities of any kind and character whatsoever, whether known or unknown, suspected or claimed, which I shall or may have in the future against the released parties arising out of, based on, related to or connected with my presence on the premises and/or my use of 21g Gym facility and participation in its activities. For myself, my representatives, successors assigns, heirs, and next of kin, I further agree to indemnify and hold the Released Parties harmless from the payment of any and all judgments, settlements, costs, disbursements and attorney fees that are associated with the Released Parties having to defend or

investigate any claim, action or proceeding of any type whatsoever arising out of my presence on the premises and/or my participation in the fitness activities of 21g Gym including, but not limited to, claims for the breach of contract, negligence (whether caused by the sole negligence of the Released Parties, the concurrent negligence of the Released Parties with User or any other person, or otherwise), gross negligence, strict liability, or otherwise.

I understand that if any fact with respect to which this Release and Waiver of Liability is executed is later found to be other than or different from the fact in that connection now believed by me to be true, I expressly accept and assume the risk of such possible difference in fact and agree that this Release and Waiver of Liability shall be and remain effective notwithstanding such difference in facts. For myself, my representatives, successors assigns, heirs, and next of kin, I HEREBY COVENANT AND AGREE TO FOREVER REFRAIN FROM INSTITUTING, PROSECUTING, MAINTAINING, PROCEEDING ON, ASSISTING WITH OR ADVISING TO BE COMMENCED A SUIT that arises out of, or may be, in whole or in part, based upon, related to or connected with the released matters herein or any part of them.

I further acknowledge and understand that as a condition to use 21g Gym facility and participate in the Fitness Activities, I must review and abide by the rules and regulations pertaining to the use of 21g Gym. If I have any questions about these rules and regulations, or am in any way uncertain about the intent or meaning of this Release and Waiver of Liability, I will contact the Owner, Josh Vert, at (707)845-0006 prior to signing this Release and Waiver of Liability. The foregoing indemnification obligation and Release and Waiver of Liability does not, however, absolve the Released Parties from any liability, damages, costs, disbursements and attorney fees incurred due to their intentional or reckless conduct.

I acknowledge that this Release and Waiver of Liability is executed in exchange for and consideration of my presence on the premises and the opportunity to use 21g Gym and participate in any Fitness Activities. I agree, for myself, my representatives, successors assigns, heirs, and next of kin, that the above representations are binding. This Release and Waiver of Liability may not be modified orally, and the waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any subsequent waiver or modification.

ANY MODIFICATION TO THIS RELEASE AND WAIVER OF LIABILITY MUST BE IN WRITING SIGNED BY BOTH PARTIES HERETO. This Release and Waiver of Liability shall remain in force until written revocation is delivered to the Owner; however, I recognize that such revocation will result in my being barred from further presence on the Premises and use of 21g Gym and participation in further Fitness Activities.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, UNDERSTAND IT, VOLUNTARILY AGREE TO IT, AND FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT.

Signature of User (only if 18 or over): \_\_\_\_\_ Date: \_\_\_\_\_

If User is under 18:

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_