

## WAIVER AND RELEASE OF LIABILITY

I, \_\_\_\_\_, have enrolled in a personalized health and fitness program offered by Beat Fitness. I recognize that the program may involve strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, and other various fitness activities. I hereby affirm that I am in good physical condition and do not suffer from any known disability or condition which would prevent or limit my participation in this fitness program. I acknowledge that my enrollment and subsequent participation is purely voluntary and in no way mandated by Beat Fitness.

I, \_\_\_\_\_, understand and acknowledge that participation in strenuous physical activity involves inherent risk, including accidents, injury, illness, and even death. I further understand that I may become injured as a result of my voluntary participation in this program.

Having carefully read this WAIVER AND RELEASE OF LIABILITY, and in consideration of my participation in this program, I, \_\_\_\_\_, hereby release and discharge BEAT FITNESS and all of its directors, officers, employees, agents, representatives, assignees and successors in interest, as well as all other persons or entities that may own, operate, manage or otherwise exercise control over the BEAT FITNESS facility, as well as any and all other persons or entities that might have any liability whatsoever to the undersigned (collectively, the "Released Parties"), from and against any and all damages, actions, claims and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from any activity, occurrence or event involving BEAT FITNESS to the fullest extent permitted by law. This WAIVER AND RELEASE OF LIABILITY is intended to release and discharge the Released Parties from all damages, actions, claims and liabilities of any nature, including, but not limited to, damages, actions, claims and liabilities arising from or related to product liability in connection with equipment used at the BEAT FITNESS facility and/or the negligence of the Released Parties.

I affirm that I have read and fully understand this WAIVER AND RELEASE OF LIABILITY. I understand that by signing this WAIVER AND RELEASE OF LIABILITY I am giving up certain legal rights.

Participant's Signature

\_\_\_\_\_

Participant's Name (Printed)

\_\_\_\_\_

Date: \_\_\_\_\_

Witness's Signature \_\_\_\_\_