

Alternative Form—Express Assumption of Risk/Prospective Waiver of Liability and Release Agreement

I, the undersigned, hereby expressly and affirmatively state that I wish to participate in fitness assessments, activities and programs and in the use of exercise equipment at various sites, including home, club or worksite, that may be provided or recommended by (_____) (hereinafter "Facility"). I realize that my participation in these activities or in the use of equipment involves various risks of injury including, but not limited to (list) _____

and even the possibility of death. I also recognize that there are many other risks of injury, including serious disabling injuries, that may arise due to my participation in these activities or in the use of equipment and that such risks, including remote ones, have been reviewed with me. I also understand that under some circumstances I may choose to engage in activity in a non-supervised setting under circumstances where there is no one to respond to any emergency that may arise as a result of my participation or use of equipment on an individual basis, in an unsupervised setting. Despite the fact that I have been duly cautioned as to such unsupervised and unattended activity or equipment use, and despite the fact that I have been advised against such activity and equipment use in an unsupervised and unattended setting, I, knowing the material risks and appreciating, knowing and reasonably anticipating that other injuries and even death are a possibility as a result of my participation in fitness assessments, activities or programs, or in the use of equipment in supervised/attended and unsupervised/unattended settings (within which settings I acknowledge that the risks of injury or death may be greater than in other settings), I hereby expressly assume all of the delineated risks of injury, all other possible risks of injury and even the risk of death which could occur by reason of my participation in any of the assessments, activities or programs or in the use of equipment in any or all settings. **IF YOU UNDERSTAND AND AGREE, PLEASE INITIAL** _____.

I have had an opportunity to ask questions regarding my participation in various activities and in the use of exercise equipment. Any questions I have asked have been answered to my complete satisfaction. I subjectively understand the risks of my participation in various activities or in the use of equipment and knowing and appreciating these risks, I voluntarily choose to participate, assuming all risks of injury and death which may arise due to my participation. **IF YOU UNDERSTAND AND AGREE, PLEASE INITIAL** _____.

I further acknowledge that my participation in the activities and use of equipment is completely voluntary and that it is my choice to participate and/or reuse equipment or not to participate as I see fit. **IF YOU UNDERSTAND AND AGREE, PLEASE INITIAL** _____.

In consideration of being allowed to participate in the activities and programs provided through Facility and/or in the use of its facilities, equipment and machinery, I do hereby waive, release and forever discharge Facility, and all of its directors, officers, agents, employees, representatives, successors and assigns, and all others from any and all responsibility or liability for injuries or damages resulting from my participation in any activities at Facility or elsewhere. I do also hereby release all of those mentioned and any others acting on their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the ordinary negligence of the program or any of its agents due to any such ordinary negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any of the contemplated activities or in the use of equipment through Facility or otherwise. I acknowledge that this release is given in advance of any injury or damage to me and that it includes injury or damage to me caused by the ordinary negligence of those released hereby but shall not apply to any claims related to gross negligence, or willful/wanton/criminal/intentional conduct or acts of those who are otherwise released hereby. **IF YOU UNDERSTAND AND AGREE, PLEASE INITIAL** _____.

I understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. **IF YOU UNDERSTAND AND AGREE, PLEASE INITIAL _____.**

I do further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities and programs provided through Facility or in the use of equipment and machinery except as hereinafter stated: _____.

I do hereby acknowledge that I have been informed of the need or desirability for a physician's approval for my participation in exercise/fitness activity or in the use of exercise equipment. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activities and exercise, and as to the use of exercise equipment, so that I might have recommendations concerning these physical activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate or that I have decided to participate in activity and/or use of equipment without the approval of my physician and do hereby assume all responsibility for my participation and activities or in the utilization of equipment without that approval. **IF YOU UNDERSTAND AND AGREE, PLEASE INITIAL _____.**

I, the undersigned spouse of the participant, do hereby further acknowledge that my spouse (participant) wishes to engage in certain activities and programs provided by Facility including the use of various facilities and equipment. In consideration of my spouse's (participant's) voluntary decision to engage in such activities, and in consideration of the provision of such activities and equipment to spouse by Facility, I, the undersigned, do hereby waive, release and forever discharge Facility and its directors, officers, agents, employees, representatives, successors and assigns, and all others from any and all responsibility or liability for any injuries or damages resulting from my spouse's participation in any activities or in my spouse's use of equipment as a result of participation in any such activities or otherwise arising out of that participation. I do further release all of those above mentioned and any others acting upon their behalf from any responsibility or liability for any injury to, or even death of, my spouse, including that caused by the ordinary negligent act or omission of any of those mentioned or others acting upon their behalf, or in any way arising out of or connected with my spouse's participation in any of the activities provided by Facility or in the use of any equipment at any location, but shall not apply to any claims related to gross negligence or willfull/wanton/criminal/intentional conduct or acts. I specifically acknowledge that my execution of this prospective Waiver and Release relinquishes any cause of action that I may have either directly through my spouse or independently by way of a loss of consortium or other type of action of any kind or nature whatsoever and I do hereby further agree to my spouse's participation in the activities as above mentioned and in the use of any equipment at any location. **IF SPOUSE UNDERSTANDS AND AGREES, SPOUSE TO INITIAL HERE _____.**

IN WITNESS WHEREOF, the participant and the participant's spouse, if any, have executed this Express Assumption of Risk/Prospective Waiver of Liability and Release Agreement this _____ day of _____, 20____, which shall be binding upon each of them and their respective heirs, executors, administrators and assigns. Each does hereby further agree to indemnify and hold Facility and all those identified or named herein absolutely harmless in the event that anyone claiming any cause of action as a result of any injury and/or death to participant or spouse attempts at any time to institute any claim or suit against the Facility arising out of any of the activities or programs herein or in the use of any equipment.

Signed in the presence of:

Participant

Participant's Spouse