

Fitness Release & Waiver

Client Information

Name: _____

Address: _____

City: _____ State: _____

Zip _____

Home Phone: _____

Work: _____

THE FOLLOWING IS A WAIVER. READ IT BEFORE SIGNING

BY AFFIXING MY SIGNATURE TO THIS DOCUMENT, I ATTEST, CONTRACT, UNDERSTAND AND AGREE THAT I AM TO BE LEGALLY BOUND BY ITS CONTENTS.

I hereby stipulate and agree:

That I realize the risks of cardiovascular exercise, weight training and/or body building, and I am fully aware of the possibility of mechanical and/or other malfunctions of cardiovascular equipment, weight machines, and/or weight machines and apparatus, ["equipment"] due to the negligence of The Running Center (hereon referred to as TRC) or otherwise, as well as the possibility of injury to my person as a result of the use of such cardiovascular equipment, weight machines, and/or weight machines and apparatus.

I, therefore fully understand and I am mindful of the serious consequences which might result due to my involvement in cardiovascular exercise, weight lifting, weight training and/or body building while at TRC Premises, and based on that understanding, as set forth in this paragraph, I voluntarily assume any and all risk of loss, damage or injury of any kind what so ever from my use of any and all of the equipment and facilities of TRC and further and with full knowledge of the consequences(i.e. that I am waiving my right to sue) expressly waive any and all liability on the part of TRC Center, as the operator of The Running Center, and their respective trustees, beneficiaries, staff, and officers from my use of The Running Center and its equipment and facilities.

That I am physically sound and have medical approval to proceed with a normal routine of exercise. That all exercises shall be undertaken by me at my sole risk. That I am in good health and have no physical conditions that would be aggravated by my involvement in cardiovascular exercise, weight lifting, weight training and/or bodybuilding, nor do I have any physical limitations that would preclude said involvement. I also release The Running Center and its contractors (the personal trainers) from liability for their negligence, defective equipment, injuries from dangerous conditions of property, etc.

That I am forewarned that The Running Center will not in any event provide medical and/or hospitalization

insurance for my benefit, and in the event of an injury to my person occurring either as a result of my being on any portion of the premises of The Running Center. I will save harmless and keep indemnified The Running Center and their respective trustees, beneficiaries, staff, and officers from and against any and all action claims, costs, expenses or demands, in respect of such injury or injuries, including death, howsoever caused, arising out of or in connection with my use of The Running Center facilities or my being on any portion of said premises and notwithstanding that the same may have been contributed to or occasioned by the negligence of The Running Center, and their respective staff, representatives, officers, directors, trustees and or beneficiaries.

That I am hereby informed of my option to sign a new release on each date that I use The Running Center facilities. However, I elect to forego that option and I therefore acknowledge and specifically intend that this release and waiver of rights shall be effective not only on the date hereof, but also on all occasions subsequent hereto when I shall use The Berkshire Running Center training facilities.

HAVING READ THE ABOVE TERMS AND INTENDING TO BE LEGALLY BOUND HEREBY AND UNDERSTANDING THIS DOCUMENT TO BE A COMPLETE WAIVER AND DISCLAIMER IN FAVOR OF THE RUNNING CENTER OF THE BERKSHIRE AND BERKSHIRE NAUTILUS. OF ANY AND ALL LIABILITY, I HEREBY AFFIX MY SIGNATURE HERETO.

Date _____ **Client Signature** _____

Signature of Parent or Guardian (if under 18)
