

F.I.T. Co. Waiver and Release of Liability

In consideration of my use of the exercise equipment and facilities provided by F.I.T. Co., I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the company and its insurers, employees, officers, directors, associates, volunteers, agents, and independent instructors, shall not be liable for any damages arising from personal injuries, including death, sustained by me in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of F.I.T. Co.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge F.I.T. Co., its insurers, employees, officers, directors, associates, volunteers, agents, and independent instructors, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the use of said equipment and facilities.

I expressly agree to indemnify and hold F.I.T. Co. harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me.

I acknowledge and agree that this waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of: (a) my uses of all amenities and equipment in the facility and my participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment, and (c) my slipping and/or falling while in the facility, or on the premises, including adjacent parking areas and sidewalks.

F.I.T. Co. urges you to undergo a physical examination by a physician before using any exercise equipment or engaging in any exercise activity. Whether I have had an examination, I declare that I am physically fit, sound and suffering from no condition, impairment, disability, disease, infirmity, or illness that should prevent my participation in any program or the use of any exercise equipment and machinery. I agree that I am voluntarily participating in these activities and the use of these facilities and premises, and assume all risks of injury, illness, or death.

Member Initials: _____

I agree to be solely responsible for the safety and well-being of myself. I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand that the company does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to review and become familiar with the rules and regulations of F.I.T. Co., and comply with all rules and regulations regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and agree that the company is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I agree that, under no circumstance, may I bring an unauthorized guest into the F.I.T. Co. facilities, either during or after business hours.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

As a member of F.I.T. Co., I understand that I will have 24-hour access to the facilities and equipment. As such, I am aware that there will be NO SUPERVISION OR ASSISTANCE DURING CERTAIN HOURS. I am further aware that if I am injured, become unconscious, and/or suffer a medical or other emergency, there will likely be no one to respond to my emergency, and F.I.T. Co. and its facility has no duty to provide assistance to me. If it is likely that I might require immediate assistance, none will be provided by F.I.T. Co. F.I.T. Co. recommends that I have a workout partner accompany me while at the club during non-business hours, although that decision is within my personal discretion.

I understand and acknowledge that F.I.T. Co. may suspend or cancel the rights, privileges and membership of any member in default under the waiver and release agreement, or of any member whose actions are detrimental to the enjoyment of the facilities by other members. Any illegal activity will be reported to the authorities. Non-payment of any charge 5 business days past the due date constitutes default of this agreement. Failure to abide by F.I.T. Co.'s rules and regulations also constitute default. Should I become in default of this agreement, I understand that F.I.T. Co. may immediately revoke my membership.

Member Initials: _____

I have reviewed this Agreement, which consists of three (3) pages that I have initialed, and I am aware of the risks involved in participating in exercise, including the use of exercise equipment, as well as the possible injuries that could occur. By signing this form, I freely and voluntarily agree to participate in exercise at F.I.T. Co. In signing this release, I represent that I understand this Agreement and all of its clauses, and sign voluntarily as an act of my own free will. This Agreement is an Ohio contract, and I consent to the jurisdiction and venue as being in Stark County, Ohio, for any action relating to this Agreement. F.I.T. Co. has not made any other representations, statements, or inducements, apart from this Agreement. I am at least eighteen (18) years of age and fully competent to execute this Agreement.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Print Name

Signature

Date: _____

Member Initials: _____