RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ AND SIGN

I, (FULL NAME) _____,
OF (ADDRESS) _____
AM PARTICIPATING IN (EVENT NAME)_____
AT (EVENT PLACE) _____ ON (DATE) _____.

IN CONSIDERATION of being provided with fitness training and instruction in use of the exercise equipment, EACH OF THE UNDERSIGNED, for herself/himself, her/his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that the undersigned has obtained medical clearance to engage in fitness training and that he/she is medically fit to engage in fitness training and has no restrictions on duration or level of exertion except as noted below: _____(no exceptions if blank).

2. Acknowledges, agrees, and represents that he/she further agrees and warrants that, if at any time, he/she is in or about the exercise facility and he/she feels anything to be unsafe, he/she will immediately advise facility personnel and will leave the exercise facility and/or refuse to participate further in use of any of the exercise equipment. Specifically, the undesigned assumes responsibility for careful inspection and use of all equipment including excessive weight, speed settings, and any injuries that may occur as a result of improper technique, excessive weights, machine settings.

3. HEREBY RELEASES, WAIVERS, DISCHARGES AND COVENANTS NOT TO SUE MAYO'S FITNESS LLC, the trainers, promoters, participants, rescue personnel, any persons in or around the exercise facility, owners and lessees of the exercise facility and the exercise equipment and each of them, their directors, officers, agents and employees, all for the purposes as herein referred to as "Releasees", from all liability, to the undersigned, her/his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in injury to or death of the undersigned arising out or related to the inherent risks of the use of the exercise equipment, whether caused by the negligence of the Releasees or otherwise.

4. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur out of or related to inherent risks of the participation in fitness training, whether caused by the negligence of the Releasees or otherwise.

5. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the inherent risks of the use of the exercise equipment whether caused by the negligence of Releasees or otherwise.

6. HEREBY acknowledges that participation in fitness training is dangerous and involves risk of serious injury and/or death and/or property damage. Each of the Undersigned also expressly acknowledges that injuries received may be compounded or increased by physical limitations or medical conditions of the undersigned which the Releasees may have knowledge of or by the negligent rescue operations or procedures of the Releasees.

7. Hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by the laws of the State in which the fitness training is conducted and that if any portion thereof held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

_____ _____
Signature Here Date