



WAIVER & RELEASE FORM

Because physical exercise can be strenuous and subject to risk of injury, including serious injury or death, Elevate Fitness (hereinafter referred to as "the Club") urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any club amenity on the premises or off premises including any sponsored club event, you do so **entirely at your own risk**. Likewise, dietary modifications can cause a variety of changes and can create problems, including as it relates to your energy, stamina, appetite, and mood. Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are entirely your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and use of these facilities and **assume all risk** of injury, illness, or death. We are also not responsible for any loss, damage, or disappearance of your personal property.

This waiver and release of liability includes, without limitation, all injuries which may occur, **regardless of negligence**, as a result of: (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction; (b) the sudden and unforeseen malfunctioning of any equipment; (c) our instruction, training, supervision, or dietary recommendations; (d) any on-line or virtual training; or (e) your slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking areas. **This waiver also includes any negligence associated with the presence of or transmission of any bacteria, viruses, or infectious diseases.**

By signing below, you acknowledge that you have carefully read this "waiver and release" and fully understand that it is a **Release of Liability**. You expressly agree to release and discharge the club, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the Club for negligence, personal injury or property damage. You also agree that this waiver and release applies to any of your guests or family members.

You further agree that if a court of law finds any part of this agreement to be against public policy or in violation of any state statute or legal precedent, then **only** that portion of the document may be deleted and the remainder of this waiver and release will remain in full force.

Additionally, you understand that the Club occasionally photographs/videotapes client events/sessions and you consent your approval for the Club to use these images or video in any and all media for promotional purposes with no financial or other remuneration due to you.

Signed: _____

Printed Name: _____

Dated: ____/____/____

Elevate Fitness Minor Release & Pool Waiver

The Swimming Facility at Elevate Fitness (referred to hereafter as “The Club”) does not have a lifeguard. Swim at your own risk. We are required to notify you of these rules, to ensure that water rescue equipment is at the pool and that the swimming area is maintained in a sanitary manner. In the interest of your safety and that of your guests, we require you to follow these rules. Please read the safety rules located at the pool and outlined in this brochure. If you have any questions, we will be happy to discuss them with you. Your safety is important to us. After you have read this waiver, please sign the bottom section. Only minors who have a parent/guardian read and sign this waiver on their behalf may use the pool and bathing area.

- ☐ Never swim alone. A minimum of 2 adults, 18 years of age or older must be present whenever this swimming facility is in use, with at least one adult on the pool deck.
- ☐ Use of the pool by Club members is limited solely to registered members and guests.
- ☐ There is no substitute for adequate supervision. Children under 18 years of age must be accompanied to the pool area by a parent or guardian, or an adult who is responsible for the children and their behavior.
- ☐ In an emergency, notify the front desk and contact help immediately. A free telephone is provided in the pool area. Telephone numbers for the nearest emergency medical service are posted.
- ☐ Only use this facility during posted hours of operation.
- ☐ Don't drink alcohol and swim. Injuries can be prevented and safety is everyone's responsibility. If you notice any problems with the water quality or the absence of safety equipment, please notify us at once.
- ☐ No running or diving in the pool area.
- ☐ Failure to comply will result in eviction from the pool and may jeopardize your membership at Gold's Gym.

I, [or, the minor's parent and/or legal guardian], understand that exercise can be strenuous and subject to risk of serious injury and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless the Club and all affiliates, employees, agents, representatives, sub-contractors successors, or assigns from all liability claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the Club' or its affiliates, employees, agents, representatives, sub-contractors successors, or assigns or otherwise, including negligent rescue operation and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the Club, or any affiliates, employees, agents, representatives, subcontractors successors, or assigns I will defend, indemnify, save, and hold harmless the Club and all affiliates, employees, agents, representatives, sub-contractors successors, or assigns from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim. I have read and understand the bathing safety rules at this facility. I understand there will not always be a lifeguard on duty at this facility. I ensure the minor I am signing for (if applicable) will abide by the rules listed in this waiver. Please provide the name of the minor(s) under your guardianship, then fill in your name, and room number where applicable, in the lines below.

Please sign and date where specified. Thank you.

Member # _____
Signature: _____ Date: _____

For minors:

Minor Name: _____ Birthday : ____/____/____
Minor Name: _____ Birthday : ____/____/____
Minor Name: _____ Birthday : ____/____/____
Parent/Guardian Name: _____