

THE FIT-BODY LAB, LLC.
2552 Stonebrook Pkwy. #A-375. Frisco, TX 75034

[First] _____ [Last] _____ [MI] ____ [DOB] ___/___/____

[Address] _____ [Email] _____ [Phone] _____

RELEASE OF LIABILITY AND COVENANT NOT TO SUE AGREEMENT

Please read carefully prior to signing. This form is to be completed by persons 18 years of age or older.

I, _____ **HEREBY ACKNOWLEDGE** that my participation in the activities offered at The FIT-Body LAB, LLC is completely voluntary and that I chose to participate knowing I would be required to sign this Release of Liability and Covenant not to Sue Agreement.

I UNDERSTAND AND AGREE THAT THE FIT-BODY LAB, LLC. is not responsible to any person for any injury, loss of property or damage of any kind while that person is practicing, taking classes, competing, visiting, participating in open gym or in any other way involved in any activities in or about the premises of The FIT-Body LAB, LLC. For any reason whatsoever, including ordinary negligence on the part of The FIT-Body LAB, LLC., its owners, officers, agents, employees, trainers or volunteers (collectively referred to as "The FIT-Body LAB, LLC." Herein). I understand and agree that the FIT-Body LAB, LLC Coaches are available to me and other members, during gym operating hours and non-staff hours, but that it is an unsupervised facility. I agree to use this facility at my own risk and understand that I may bring guests to the facility in accordance with The FIT-Body LAB's rules and regulations. I shall be responsible for the conduct of my guests and the payment of all charges incurred by those guests. **X** _____

I have consulted my physician within the last year, before starting to use the facilities of The FIT-Body LAB, LLC, and I agree to maintain regular consultations with a physician. I understand and agree that the FIT-Body LAB, LLC bears no responsibility whatsoever for my physical health. I further represent that I am in good physical condition and I do not possess, nor am I aware of, any physical or mental disabilities that might limit my participation in any of the activities offered by or at The FIT-Body LAB, LLC., except in cases where I have asked for and received reasonable accommodation or modified workouts, if necessary. Further, I understand and agree to advise The FIT-Body LAB, LLC Staff whenever I feel I am unable to continue my participation due to health concerns. **X** _____

Further, I am aware that weightlifting/training is a vigorous sporting activity, involving height and rotation in a unique environment and as such poses an abnormal risk of injury. I understand that weightlifting/training and related activities always involve a certain risk, including but not limited to, death, serious injury, serious neck and spine injuries, complete or partial paralysis, brain damage and serious injury to any and all bones, joints, muscles, and internal organs. I understand and agree that mats or other safety equipment and apparatus provided for my protection, and the active participation of a coach, or other members who will spot or assist in the performance of certain skills, may still be inadequate to prevent certain injury. The risk of harm may be limited by the proper use and all the safety equipment, proper technique, but never eliminated. I agree to use proper technique while using the FIT-Body LAB, LLC's Facilities. **X** _____

I also understand that participation in weightlifting/training including conditioning, stretching and other activities may leave me vulnerable to the reckless actions of other participants who may not have complete control over their actions or who may not be aware of others around them. I am voluntarily participating in this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risk of property damage, personal injury, or death associated with these activities. **X** _____

I also give full permission for The FIT-Body LAB, LLC to administer any first aid deemed necessary, to call for medical care and/or to transport me to a medical facility in the event of an emergency. **X** _____

In consideration for my opportunity to participate voluntarily in the activities offered by The FIT-Body LAB, LLC, I hereby agree not to sue, and release The FIT-Body LAB, LLC from any and all past, present, or future claims resulting from accidents, acts of God, errors, omissions, or ordinary negligence on the part of The FIT-Body LAB, LLC for property damage, personal injury, or wrongful death arising out of or in any way related to my use of The FIT-Body LAB, LLC's facilities and services. **X** _____

I understand and agree that this waiver and covenant not to sue are intended to be as broad and as inclusive as permitted by the laws of the State of Texas and I agree that if any portion is held invalid, the remainder of the waiver, and covenant-not-to-sue will continue in full legal force and effect. In the event of litigation against FIT-Body LAB, LLC, I agree to cover all legal fees/court costs. I further agree that the exclusive jurisdiction and venue for any legal proceedings arising out of this agreement is Denton County, Texas. **X** _____

I have read this Release and Covenant not to Sue carefully and hereby execute this Release of Liability with the intent to bind myself, my heirs, assigns and legal representatives. I further represent that I am at least 18 years of age and legally competent to sign this Release and Covenant not to Sue Agreement.

[Member/Participant] _____ [Date] _____

[The FIT-Body LAB, LLC.] _____ [Date] _____

[Witness] _____ [Date] _____