

Fitness Consulting and Video Liability Release Form

WAIVER AND RELEASE OF LIABILITY

Upon signing this Agreement and forever thereafter, you (Buyer, each member and all guests) agree that if you engage in any physical exercise or activity you do so at your own risk and assume the risk of any and all injury and /or damage while engaging in any physical exercise or activity. Your assumption of risk includes, with out limitation, your use of any exercise equipment (mechanical or otherwise), the locker room, sidewalk, parking lot, stairs, pool, whirlpool, sauna, steam room, tanning, racquet courts, basketball court, lobby area, or any equipment in any Club facility. Purchaser agrees to assume the risk in his or her participation in any activity, class, program, instruction, or Club-sponsored event. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result., including, without limitation, any loss or theft of any personal property. You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to forever release and discharge Henry T Trushel / Henry T Trushel CPA / Henry T Trushel CPA PC (Hereafter HTT).

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST HTT FOR ANY NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON. YOU HAVE READ AND LUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. YOU AGREE, FOR YOURSELF AND YOUR SUCCESSORS, HEIRS AND ASSIGNS, THAT THE ABOVE REPRESENTATIONS ARE ON ONTRACTUALLY BINDING AND ARE NOT MERE RECITALS, AND THAT SHOULD YOU OR YOUR SUCCESSORS ASSERT ANY CLAIM IN ONTRAVENTION OF THIS AGREEMENT, THE ASSERTING PARTY SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES). INCURRED BY THE HTT OR PARTIES IN DEFENDING AGAINST ANY SUCH ACTION.

Signed _____

Date _____