

## **KNOWLEDGE OF RISK, RELEASE OF LIABILITY AND WAIVER OF LIABILITY**

**Participant Name:** \_\_\_\_\_

NOTICE – THIS IS A LEGALLY BINDING AGREEMENT. READ THIS CAREFULLY BEFORE SIGNING. PLEASE FEEL FREE TO CONSULT WITH LEGAL COUNSEL OF YOUR CHOICE. ALTERATIONS TO THIS DOCUMENT OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CROSS-OUTS, ARE NOT PERMITTED.

In consideration for participating or engaging in fitness or exercise activities, services and/or use of equipment, I agree, on behalf of myself, my children, parents, guardians, heirs, assigns, personal representatives and estate, to RELEASE, WAIVE, DISCHARGE and HOLD HARMLESS Cycology Partners, LLC, d/b/a CYC Fitness, its agents, officers, shareholders, directors, employees, volunteers, participants, exercise equipment builders and installers, exercise equipment designers, exercise equipment manufacturers, lessors, insurers and all other persons or entities acting in any capacity on their behalf (hereafter collectively referred to as RELEASEES) from any and all liability, claims, actions or losses from bodily injury, property damages, wrongful death, loss of service, demands or any other causes of action, without limitation, that I may hereafter have arising out of my participation in fitness or exercise activities, services, and/or use of equipment including, but not limited to, LOSSES CAUSED BY THE NEGLIGENCE of the RELEASEES.

I further agree that I WILL NOT SUE OR MAKE A CLAIM AGAINST THE RELEASEES for damages or other losses sustained as a result of my participation in fitness or exercise activities, services and or/ use of equipment. Should RELEASEES, or anyone on their behalf, be required to incur attorney's fees, insurance deductibles, and/or other costs to enforce this Agreement, I expressly agree to indemnify and hold harmless that party for all such fees, deductibles and costs.

I understand and acknowledge that fitness or exercise activities, services and/or use of equipment have inherent dangers that no amount of care, caution, instruction or expertise can eliminate. In particular, I understand that the risks associated with my participation in strenuous exercise include but are not limited to, abnormal blood pressure and heart rate, fainting and heart attack. I understand that there are also unforeseeable accidents which may occur, and I assume all risks associated with such accidents. I agree that it is possible that the equipment being used might malfunction, be defective, and/or fail. I EXPRESSLY AND VOLUNTARILY AGREE TO ASSUME ALL RISK OF PERSONAL INJURY OR DEATH SUSTAINED WHILE PARTICIPATING IN SPORTS ACTIVITIES, SERVICES AND/OR USE OF EQUIPMENT WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASEES. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.

I recognize and understand the physical nature of this activity and I hereby certify that I have no medical, emotional and/or physical conditions that could interfere with my safety or prevent me from participating in any of the fitness or exercise activities of Cycology Partners, LLC, d/b/a CYC Fitness, or the use of equipment. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have

decided to participate in activity and/or use of equipment without the approval of my physician and I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.

I agree that I will not use CYC Fitness's facilities, services or equipment in such a way as to endanger the health or safety of themselves or others. I agree that I shall be responsible for any property damage or personal injury caused by me. I agree that I shall not violate any laws.

I agree that the CYC Fitness and its agents, licensees and assigns have the irrevocable right to use my name and likeness in connection with any advertising, promotion or marketing of CYC Fitness, or make any other use of photography and/or videography made of me during the course of my use of the facilities and/or services of CYC Fitness. In addition, I waive, without limitation, all rights and release and discharge the CYC Fitness and its agents, licensees and assigns from, and shall neither sue nor bring any proceeding against any such parties for, any claim, demand or cause of action (whether now known or unknown), for defamation, invasion of right to privacy, publicity or personality or any similar matter, copyright infringement or any other matter whatsoever based upon, relating to or arising from the use, exploitation, distribution, advertisement or promotion of photography and/or videography of me. I agree that no fees, royalties, or payment of any kind shall be due to me or any other party in connection with the rights granted to the CYC Fitness herein.

I agree that CYC Fitness shall not be liable for the disappearance, loss or theft of, or damage to personal property, including money, negotiable securities, or jewelry.

If any portion of this Agreement shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this Agreement shall remain in full force and effect and the offending provision or provisions severed here from.

By signing this Agreement, I acknowledge that I understand its content and that this release cannot be modified orally.

I HAVE READ THIS ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY AND WAIVER OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

x \_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Participant Printed Name