

# **Yoga Hot Spot**

## **Waiver & Release Form**

Because physical exercise can be strenuous and subject of serious injury, the fitness center 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 and all participating family members) agree that if you engage in a physical exercise or activity, or use any fitness center amenity on the premises or off premises, including any sponsored fitness center event, you do so **entirely at your own risk**. Any recommendation for changes in diet, including the use 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 the facilities and premises **and assume all risk** of injury, illness, or death. We are also not responsible for any loss of your personal property.

This waiver and release of liability includes, without limitation, all injuries which may occur 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) any instruction, training, supervision, or dietary recommendations; and (d) your slipping and/or falling while in the fitness center, or on fitness center premises, including adjacent sidewalks and parking areas.

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 fitness center, 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 fitness center for personal injury or property damage.

To the extent that statute or case law does not prohibit release for negligence, this release is also for negligence on the part of the fitness center, its agents, and employees.

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

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

**Signed:**

**Printed Name:**

**Date:**        /        /