

# Westside Training Center

## Trojan Tower

### Fitness Services Waiver

I, \_\_\_\_\_ (enter name), hereby agree that by signing this document, I consent to waive certain legal rights, including the right to sue Shed Crew LLC and its owners, operators, subsidiaries, affiliates, employees, agents, contractors, vendors, volunteers (collectively, the "Fitness Provider") and facilities, from any physical, material, tangible or intangible, loss or damages that may happen to me during my participation in any of the fitness services (hereinafter, "Fitness Services").

I will be voluntarily participating in the Fitness Services that will be conducted by the Fitness Provider. These Fitness Services will include, but not be limited to the following:

- Weightlifting and Training
- Cardiovascular Exercises (including without limitation, running, jumping and interval training)
- Wrestling Training (including without limitation, sparring)

The following is the identifying and contact information for me, the client ("Client"):

Client Legal Name: \_\_\_\_\_

Client Address: \_\_\_\_\_

Client Phone Number: \_\_\_\_\_

Client Date of Birth: \_\_\_\_\_ (mm/day/year)

Parent or Guardian Phone Number (if under 18 years old): \_\_\_\_\_

Emergency Contact Name and Relationship: \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_

**ACKNOWLEDGMENT AND ASSUMPTION OF RISK.** I understand and agree that there are risks of significant injury, whether caused by me, the Fitness Provider or someone else, in my participation in the Fitness Services, or use of or precise on the Fitness Provider's premises. I further understand and agree that these risks of injury include, but are not limited to, slips, trips, falls, collisions, thefts, equipment failure, or other such accidents or incidents that may result in injury, harm or damage, including but not limited to economic property, emotional, mental, physical or any other type of damage, including but not limited to sprains, torn muscles or ligaments, broken bones, strokes, heart stress, heart attack, paralysis, disfigurement, death or other forms of injury, pain or suffering. I fully understand, voluntarily accept, and specifically assume these risks of injury.

I am also aware that there are risks that I may not have considered, yet I waive my right to any claims that may occur from these unconsidered risks and I choose, of my own will and volition, to participate in the Fitness Services.

**WAIVER OF LIABILITY.** I agree to release and discharge from all liability, and waive all claims, demands and actions against Fitness Provider for any and all injuries, harms, or damages sustained in connection with my use or presence on Fitness Provider's premises, or my use of the Fitness Provider's facilities, equipment, Fitness Services, programs or activities within or outside Fitness Provider's premises, resulting or arising from the negligent acts or omissions of Fitness Provider, or the negligent acts or

omissions of any other person on the Fitness Provider's premises, including without limitation other members of the Fitness Provider, guests and visitors.

**CONVENANT NOT TO SUE.** I agree that I will not start any lawsuit or other court action against the Fitness Provider, nor will I join any such proceeding, including any claim for money damages. I acknowledge and agree that I am entering a covenant not to sue the Fitness Provider in any capacity, including to hold the Fitness Provider liable for any injury, loss, or damages sustained by me or my property, even if it is due to the Fitness Provider's negligence, acts or omissions. I also waive the right of any of my insurers' to make any such claim.

**INDEMNIFICATION:** I agree to defend and indemnify the Fitness Provider and any of its affiliates (if applicable) and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to my use or misuse of the Fitness Services or my conduct or actions. I agree that the Fitness Provider shall be able to select its own legal counsel and may participate in its own defense, if desired.

**GOVERING LAW:** This Fitness Services Waiver shall be governed by and construed in accordance with the internal laws of Minnesota without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action or proceeding arising out of or based upon this Fitness Services Waiver: Hennepin County.

I have read the above Fitness Services Waiver fully and I understand and agree to its contents. I understand and agree that by signing this Fitness Services Waiver I forfeit any right, claim or ability to hold the Fitness Provider responsible for any tangible or intangible damages, injury, loss or property, or loss of life that may occur during or after my use of the facilities and/or participation in the Fitness Services.

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Client Signature

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Client Name (Print)

If signing on behalf of a minor under the age of 18 years old:

**REPRESENTATION:** I am the parent or guardian of a client under the age of 18, consenting for the minor in my care to receive and participate in the Fitness Services.

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Parent or Guardian Signature

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Parent or Guardian Name (Print)