**Liability Waiver for Guests of East Highlands Fitness**

ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

I acknowledge that use of East Highlands Fitness is expressly conditioned on my agreement to each of the terms of this document. I acknowledge and agree as follows:

1. I hereby understand that there is an inherent risk of injury and/or illness when choosing to participate in any physical exercise, sport, wellness, and/or recreational activity. I also understand and acknowledge that the physical exercise, training, programs and events held by East Highlands Fitness may expose me to many inherent risks, including accidents, injury, illness, or even death. My use of East Highlands Fitness is a voluntary activity in all respects and I assume all risks of injury and illness that may result from such use. This includes individual use of the facility or exercise equipment and any sponsored group activities.
2. I do hereby fully release and discharge East Highlands Fitness, its owner, agents, employees and those whose facilities are being used for adjunct programs or group classes (collectively, the “Released Parties”) from any and all liability, claims and causes of action from injuries or illness (including death), damages or loss which I may have or which may accrue to me on account of participation in all activities utilizing the facility. This is a complete and irrevocable release and waiver of liability. Specifically and without limitation, I hereby release the Released Parties from any liability, claim, or cause of action arising out of the Released Parties’ negligence. I covenant not to sue the Released Parties for any alleged liabilities, claims, or causes of action released hereunder.
3. I further agree to indemnify and hold harmless and defend the Released Parties from any and all claims resulting from injuries or illness (including death), damages or loss, including, but not limited to attorneys’ fees, sustained by me arising out of, connected with, or in any way associated with, East Highlands Fitness.
4. In the event of any emergency, I authorize the Released Parties to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for payment of any and all medical services rendered.
5. I have been advised by East Highlands Fitness to consult with a physician before I undertake any physical exercise program. I certify that I am in good health and sufficient physical condition to properly use East Highlands Fitness; that I am knowledgeable about the proper use of any equipment that I will use and the rules of any activities that I will participate in; and that I will carefully read the operating instructions for any East Highlands Fitness equipment prior to use and will operate such equipment in strict accordance with instructions.
6. The Released Parties are not responsible for any loss or theft of personal property brought to or left at East Highlands Fitness and I release the Released Parties from any liability for such loss or theft.
7. I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Washington and if a portion of this release is held invalid, the balance shall remain in full force and effect.
8. I have read and fully understand this Acknowledgement and Release of Liability set forth above, including the permission to secure medical treatment and the release of all claims, including claims for the negligence of the Released Parties. I understand that my signed waiver will be retained in my file. This document is binding upon me and my heirs, children, wards, personal representatives and anyone else entitled to act on my behalf.

**Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City/ST/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Parent’s signature if under 18 years of age)**

**I represent that I have legal capacity and authority to act on behalf of the minor named herein.**

**Parent/Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**