

WAIVER AND RELEASE OF LIABILITY- READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the MidCoast Family Fitness LLC program, its related classes, events, activities, or presence I, _____, the undersigned, authorize the use of equipment including but not limited to trampolines, bouncy house, obstacle courses, tumble track, pull up bar, mats, barbell and free weights. I have agreed to voluntarily participate in an exercise program, classes, events, or activities including, but not limited to, cardiorespiratory, muscular, and flexibility training under the guidance of MidCoast Family Fitness LLC employees or by myself.

The following is the location of programs, classes, events, and activities at MidCoast Family Fitness LLC:

Business Address: 41 Winter St Topsham, ME 04086

Fitness programs may also be completed in my own home or different location of my choosing.

I understand and am aware that physical-fitness activities, including the use of equipment, are potentially hazardous activities. I am aware that potential risks, known and unknown, are associated with these types of activities include, but are not limited to: death and dismemberment, fainting, disorders in heartbeat, serious neck and spinal injuries that may result in complete or partial paralysis or brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal system, and serious injury or impairment to other aspects of my body, general health, and well-being. I specifically acknowledge that MidCoast Family Fitness LLC does not assume responsibility for any injury or the result of injury during the use of said equipment.

I am in good health and have consulted my doctor as needed to verify I am able to undertake a general fitness-training program, class, event, and/or activities.

MidCoast Family Fitness LLC or I will provide the equipment to be used in connection with workouts, including, but not limited to, benches, dumbbells, barbells, and similar items. I represent and warrant any and all equipment I provide for training sessions is for personal use only. MidCoast Family Fitness LLC has not inspected my equipment and has no knowledge of its condition. I understand that I take sole responsibility for my equipment. I acknowledge that although MidCoast Family Fitness LLC takes precautions to maintain the equipment, any equipment may malfunction and/or cause potential injuries. I take sole responsibility to inspect any and all of my or MidCoast Family Fitness LLC's equipment prior to use.

In the event that any injury occurs during class or use of the equipment, I assume financial responsibility for all emergency medical/dental services rendered. **I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, furthermore waive and release any and all claims against MidCoast Family Fitness LLC and any of their staffs, officers, officials, volunteers, sponsors, agents, representatives, successors, or assigns**

and agree to hold them harmless from any claims or losses, including but not limited to claims for negligence for an injuries or expenses I may incur while exercising, participating in events and/or activities or while traveling to and from classes These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have participated at MidCoast Family Fitness LLC.

I have carefully read this release and fully understand its contents.

If my child(ren) comes to play while I am participating in a program, class, event, and/or activity it is my sole responsibility to ensure their safety.

This authorization remains in effect for ALL of my future visits and participation in a program, class, event, and/or activity at or with MidCoast Family Fitness LLC.

I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress.

HAVING READ THE ABOVE TERMS AND INTENDING TO BE LEGALLY BOUND HEREBY AND UNDERSTANDING THIS DOCUMENT TO BE A COMPLETE WAIVER AND DISCLAIMER IN FAVOR OF MidCoast Family Fitness LLC, I HEREBY AFFIX MY SIGNATURE HERETO.

Client's name (please print clearly)

Client's signature

Date: _____

Client's address

Date: _____

FOR PARENT/LEGAL GUARDIAN OF PARTICIPANTS OF MINORITY AGE

This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Child's name (please print clearly)

Parent/ guardian name (please print clearly)

Parent/ guardian signature

Date: _____

Parent/guardian address

Date: _____