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RELEASE OF LIABILITY WAIVER FORM

In consideration for being allowed to participate in training activities at [Venue], the undersigned agrees to the following terms:

1. **ASSUMPTION OF RISKS.** The undersigned acknowledges that participation in training activities involves inherent risks, including but not limited to injury or damage sustained while engaging in physical exercise, from using any premises or facility, using any equipment, including injuries or damages arising out of the negligence of a trainer or employee, [list additional inherent risks]. The undersigned assumes all risks associated with participation in training activities, whether known or unknown. Training activities includes but is not limited to the use of any exercise equipment, sports fields, courts, or other areas, locker rooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, lobby or other general areas of the facility, or any equipment, participation in any activity, class, program, instruction, or event, including but not limited to, weightlifting, walking, jogging, running, aerobic activities, aquatic activities, tennis, basketball, volleyball, racquetball, or any other sporting or recreational activity.
2. **RELEASE AND WAIVER.** The undersigned, on their own behalf and their successors, heirs, and assigns, hereby releases, waives, discharges, and covenants not to sue [VENUE], its officers, directors, employees, agents, volunteers, and sponsors ("Releasees"), from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore, on account of injury to the person or property or resulting in permanent disability or death of the undersigned, whether caused by the negligence of Releasees or otherwise, to the fullest extent allowed under [State] law.
3. **INDEMNIFICATION.** The undersigned agrees to indemnify Releasees from any loss, liability, damage, or cost Releasees may incur due to the undersigned's participation in training activities, whether caused by the negligence of the Releasees or otherwise.
4. **SUCCESSORS AND ASSIGNS.** This Release of Liability Waiver is binding on the undersigned and their successors, heirs, and assigns.
5. **VENUE.** The undersigned hereby acknowledges and agrees that this Release of Liability Waiver shall be governed by and construed in accordance with the Laws of [State], in which the training activities are being held. Any action arising out of or related to this Release of Liability Waiver shall be brought only in a court of competent jurisdiction in [State] and the undersigned hereby consents to the jurisdiction of such courts for this purpose. In addition, the undersigned agrees that any legal action involving the Releasees shall be brought in the same jurisdiction as where the training activities took place.

6. SIGNATURES. The undersigned understands they are giving up substantial rights by signing this Release of Liability Waiver, and signs it voluntarily. The undersigned signs this Release of Liability Waiver on this [Date] at [Location].

The undersigned agrees that the foregoing agreement is intended to be as broad and inclusive as permitted by the laws of [STATE] and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The undersigned acknowledges that [VENUE] offers a service to clients encompassing the entire recreational and fitness program. [VENUE] is not in the business of selling weightlifting equipment, or other such products to the public, and the use of such items incidental to the service provided. The undersigned acknowledges that by executing this agreement, they are giving up their right to bring a legal action or assert a claim against [VENUE] for negligence, or for any defective product used while receiving personal training services. By signing below, the undersigned acknowledges that they have read and fully understands this Release of Liability Waiver and is entering into it freely and voluntarily.

Print Name: _____

Signature: _____

Date: _____