

true barre

more than a fitness studio
· Lawrence ·

Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Birthdate: _____ Age: _____

How did you hear about True Barre? _____

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver

In consideration of permission to use, today and on all future dates, the property facility, equipment, staff, instructors, exercise instruction including, but not limited to, special classes in stretching, aerobics, toning, weight work, and all other services of True Barre, the undersigned, including heirs, personal representatives, or assigns, do here by release, waive, discharge, and covenant not to sue True Barre, it's owners, directors, officers, instructors, employees, and agents. The undersigned releases liability from all claims including the negligence of True Barre resulting in illness, personal injury, accidents (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment.

Assumption of Risks

Physical activity by its very nature carries certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. True Barre has facilities for and provides activities such as weightlifting, aerobic activities, and classes. Some of these activities involve strenuous exertions of strength using various muscle groups. Instructors may apply a physical touch to correct technique and proper form when needed at any time during the physical activity. If this is not acceptable, the undersigned must inform the instructor prior to class or not take part in the class. The undersigned knows, understands, and appreciates these and other risks are inherent in the activities made possible by True Barre. The undersigned acknowledges participation is voluntary and knowingly assumes all such risks.

Indemnification and Hold Harmless

The undersigned agrees to indemnify and hold True Barre harmless from all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought because of the undersigned's participation and involvement in True Barre and to reimburse for any such expenses incurred.

Severability

The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by the laws of the state of Kansas. If any portion thereof is held invalid, it is agreed the balance shall notwithstanding continue in full legal force and effect.

Acknowledgment of Understanding

I have read this waiver of liability, assumption of risk, and indemnity agreement. I fully understand its terms and understand I am giving up substantial rights, including my right to sue. I acknowledge I am signing this agreement freely and voluntarily. I intend my signature below to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature: _____ Date: _____