

Assumption of Risk/Release of Liability/Assumption of Liability Agreement

Between Jordan's Athletic Center, LLC
("JAC Gym")

And

(" Client ")

1. I hereby understand and acknowledge that my use of the exercise equipment, facilities and services provided by JAC Gym may expose me to many inherent risks, including but not limited to: **accidents, injury, illness, paralysis, potential Coronavirus exposure or even death.**
2. I hereby affirm **I have no health problems** that preclude participation; no asthma, diabetes, epilepsy or heart problems; and I have the skill and fitness level to participate safely.
3. I hereby assume all risk of injuries and damages associated with my use of exercise equipment, facilities and services provided by JAC Gym, and all other such risk being known and appreciated by me.
4. In consideration of my use of the exercise equipment, facilities and services provided by JAC Gym, I expressly agree and contract on behalf of myself, my heirs, executors, administrators, successors and assigns, that JAC Gym and its insurers, employees, officers, directors and associates shall not be liable for any damages arising from personal injuries (including, but not limited to death) sustained by me on JAC Gym premises or at locations outside of premises utilized by JAC Gym as part of JAC Gym services, regardless of whether such injuries result in whole or in part from the negligence of JAC Gym. **This includes any damages arising from personal injuries (including death) caused by any ordinary negligence of any JAC Gym employees or associates.**
5. By the execution of this agreement, **I accept and assume full responsibility** for any and all injuries, damages (both economic and non-economic) and losses of any type which may occur to me, and I hereby fully and forever release and discharge JAC Gym, its insurers, employees, officers, directors, and associates from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from arising out of the use of said equipment and facilities or of any injuries or damages or illnesses sustained while at/on JAC Gym premises or at locations outside of the premises utilized by JAC Gym, utilizing JAC Gym services outside JAC Gym facilities.
6. I agree to comply with all rules imposed by JAC Gym regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

7. I understand and agree that JAC Gym is not responsible for property that is lost, stolen or damaged while in, or about the premises.
8. I am not waiving any liability for any intentional or reckless conduct of JAC Gym or its employees.
9. I agree to the terms of this foregoing Assumption of Risk/Release of Liability/Assumption of Liability Agreement which may occur during all my present and future participation with JAC Gym.
10. I understand if any part of this Assumption of Risk/Release of Liability/Assumption of Liability Agreement is deemed unenforceable, I agree the remaining provisions are enforceable.
11. I agree not to sue JAC Gym or employees, owners or associates due to any damages or injuries including, but not limited to paralysis, illness and death.
12. I understand by executing this Assumption of Risk/Release of Liability/Assumption of Liability Agreement I am relinquishing substantial legal rights, including the right of financial recovery for injury, whether the injury results from the inherent risks of the activity or from the ordinary negligence of the JAC Gym, its employees, owners and associates.
13. I agree and understand this Assumption of Risk/Release of Liability/Assumption of Liability Agreement supersedes any and all previous oral or written promises or agreements.

I HAVE READ AND I UNDERSTAND THE FOREGOING ASSUMPTION OF RISK/RELEASE OF LIABILITY/ASSUMPTION OF LIABILITY AND I HAVE VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Date: _____

Signature: _____

Print Name: _____