



## 24/7 Access Waiver

### 327 Fitness

#### Waiver and Release of Liability

**Assumption of Risk:** 327 Fitness Strongly recommends that you clear your participation in any exercise program with your physician. Use of the 327 Fitness facilities under the 24/7 access program is unmonitored, and you use of the 327 Fitness equipment and facilities is at your own risk - 327 Fitness will not be responsible or liable for any injury or damages incurred by you arising or connected in any way with your use of the 327 Fitness equipment and facilities. Membership is at 327 Fitness's sole discretion and any violation of the rules and regulations can result in cancellation of membership.

Initials: \_\_\_\_\_

**Unattended Access:** I recognize that I may be attending the facility and using the facility's equipment at times when the facility is unattended by facility staff or other members. I assume the risk of injury due to equipment failure, improper form, conduct of others using the facility or other causes related to lack of supervision and waive any claim arising out of the facility being unsupervised or unattended.

**Release:** In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in self-administered activities using the equipment or facilities, and with my full understanding of all of the above, I hereby waive, release, remise and discharge 327 Fitness and its successors, members, managers, agents, officers, and employees of any and all liability, claims, demands, action or rights of actions, or damages of any kind related to, arising from, or in any way connected with my participation in physical training or my use of the equipment or facilities.

Initials: \_\_\_\_\_

**Indemnifications:** I recognize there is risk involved in the types of activities commonly performed at 327 Fitness and/or otherwise arising from use of the 327 Fitness equipment or facilities. Therefore, I accept all liability and responsibility,

financial or otherwise, for any injury that I may cause to myself, any guest of mine utilizing the 327 Fitness equipment or facilities, or to any other person utilizing the 327 Fitness equipment or facilities due to my negligence or intentional acts. Should 327 Fitness or any of its successors, members, managers, agents, officers, or employees, or anyone acting on behalf of any of these individuals, be required to incur attorney's fees, legal fees, expenses, costs or loss (collectively "Losses") due to any injury that I may cause to myself or to any other person utilizing the 327 Fitness equipment or facilities due to my negligence or intentional acts, I agree to fully reimburse 327 Fitness and/or such persons for such Losses. I further agree to indemnify, hold harmless, and, if necessary, defend 327 Fitness and its successors, members, managers, agents, officers, or employees, from and against all liability for the injury or death of any person(s), including myself, and any damages or Losses whatsoever arising from my use of the 327 Fitness equipment or facilities.

I understand that I may not transfer my access credentials to another person and that my membership is for my sole use. I understand I am responsible for the conduct of any unauthorized person that accesses the facility through my credentials. I agree to indemnify the facility, including the payment of the facility's reasonably incurred attorney's fees for any potential or incurred liability arising out of unauthorized guests using my facility entry credential.

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form, I am waiving valuable legal rights.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

If the participant is under the age of 18,

Signature of Parent/Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_