

## ***RELEASE OF LIABILITY WAIVER***

### ***READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS***

In exchange for participation in the activity of Fitness Training - Small Group or Fitness Training - Individual organized by Serving Fit, LLC ("Serving Fit"), of 531 Hickory Ridge Dr, Shenandoah, Texas, 77381 and/or use of the property, facilities and services of Serving Fit, I, \_\_\_\_\_, of (street address) \_\_\_\_\_, (city)\_\_\_\_\_, (state)\_\_\_\_\_ (zip)\_\_\_\_\_, agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Serving Fit, or the employees, representatives or agents of Serving Fit.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Serving Fit for injury, loss or damage arising out of mine or my family's use of or presence upon the facilities of Serving Fit, whether caused by the fault of myself, my family, other third parties, or Serving Fit, unless willful and blatant negligence was present on the part of Serving Fit or someone directly or indirectly associated with or representing Serving Fit.
3. I agree to indemnify and defend Serving Fit against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from mine or my family's use of or presence upon the facilities of Serving Fit.
4. I agree to pay for all damages to the facilities of Serving Fit caused by mine or my family's negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Texas law.
6. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Serving Fit has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
7. This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10. In case of an emergency, please call \_\_\_\_\_ (Relationship: \_\_\_\_\_) at \_\_\_\_\_ (Day phone), or \_\_\_\_\_ (Evening phone).

**\*\*If participant is under the legal age of 18, signature of parent or legal guardian must accompany participants signature.\*\***

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Dated: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Participant

Signature: \_\_\_\_\_

Parent/Guardian if needed