



## ALL AMERICAN TRAINING CENTER

### MEMBER WAIVER OF LIABILITY & RELEASE

Because physical exercise can be strenuous and subject to risk of serious injury, All American Training Center (AATC) urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity, event, or sports training activity.

You agree that if you engage in any physical exercise, sports activity, or use any AATC amenity on the premises or off premises, including any sponsored AATC, AATC Owner, Organization, Employee or Lessee event(s), you do so entirely at your own risk.

We are also not responsible for any loss of your personal property. This waiver and release of liability includes, without limitation, all injuries which may occur as a result of: 1) your use of all amenities and equipment in the facility and your participation in any activity; 2) the sudden and unforeseen malfunctioning of any equipment; 3) any of instruction, training, supervision, or dietary recommendations; 4) your slipping and/or falling while in the building, or on the premises, including adjacent sidewalks and parking areas; and 5) contact with other participants; and all other such risks being known and appreciated by me.

If you receive a door code for 24/7 access to the facility, you acknowledge that the door code is for your use only and not to be shared with any friend, family member or other person for access to the facility. The door code is for your membership access only. Abuse of the door code will result in immediate termination of your membership.

The use of drugs and/or alcohol, to include being under the influence, in or around the AATC facility and/or property is strictly prohibited and will result in your immediate dismissal from AATC property.

I/We hereby acknowledge my responsibility in communicating any physical and psychological concerns that might conflict with participation in activity. I/We acknowledge that I am physically fit and mentally capable of performing the physical activity I choose to participate in. After having read this waiver and knowing these facts, and in consideration of acceptance of my participation and AATC furnishing services to me, I agree, for myself and anyone entitled to act on my behalf, to HOLD HARMLESS, WAIVE AND RELEASE AATC, its owners, its officers, agents, employees, organizers, representatives, and successors from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the facility for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the facility, its agents, and employees. If any portion of this release from liability shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect, and the offending provision of provisions severed here from. By signing this release, I acknowledge that I understand its content and that this release cannot be modified verbally.

Member's Name (Please Print): \_\_\_\_\_

Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Parent's signature if under 18 years of age) I represent that I have legal capacity and authorize to act on behalf of the minor named herein.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_