



Liability Waiver

In consideration of my use of the exercise equipment and facilities provided by Black Watch Sports Performance, LLC ("BlackWatch"), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that BlackWatch and its insurers, members, managers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of BlackWatch. 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 or my guest, and I hereby fully and forever release and discharge BlackWatch, its insurers, members, managers, 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 or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold BlackWatch harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for safety and well-being of my guest and myself.

I understand that BlackWatch does not provide supervision, instruction, or assistance for the use of the facilities and equipment for Open Gym, Birthday Parties, and facility rental.

I agree to comply with all rules imposed by BlackWatch 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.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that BlackWatch is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand any exercise program participant should seek medical approval prior to starting any new regimen. It is understood that the participants and any guests are cleared to participate in the activities they will engage in.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Print Name: _____

Signature: _____ Date: _____

If signed by Legal Representative:

I am the parent, legal guardian or other legal representative of the person named above and have the legal right to consent to, and by signing this Waiver and Release of Liability I consent to, this Waiver and Release of Liability on behalf of said person.

Identity, Relationship and Signature of Parent or Other Legal Representative:

Print Name of Person Signing

Signature

Relationship to person who is subject of the Waiver and Release: _____