

## MUSCLE STUDIO – LIABILITY WAIVER, RELEASE & INDEMNIFICATION AGREEMENT

**THIS IS A LEGALLY BINDING DOCUMENT. BY SIGNING IT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY.**

In consideration of being permitted to access and use the facilities, equipment, classes, and services of Muscle Studio (the “Gym”), I hereby agree, acknowledge, and represent the following:

---

### 1. ASSUMPTION OF RISK

I understand that participation in cardiovascular exercise, weight training, weightlifting, bodybuilding, fitness classes, and all other activities at the Gym involves **inherent and significant risks**, including but not limited to:

- Physical injury, including serious injury or death
- Equipment malfunction or failure
- Injuries caused by other members or guests
- Slips, trips, or falls
- Improper use of equipment by myself or others

I acknowledge and understand these risks, and I **voluntarily assume full responsibility** for any and all injuries, damages, or losses that I may sustain or cause while using the Gym.

---

### 2. HEALTH & PHYSICAL CONDITION

I certify that:

- I am in good physical condition and capable of engaging in physical exercise without risk to my health or safety;
- I have no medical condition, impairment, or disability that would prevent safe participation;
- I have consulted a physician if I have any concerns about my ability to safely engage in exercise.

I understand that Muscle Studio does **not** undertake to evaluate my fitness level and is **not responsible** for determining whether I am physically capable of exercise.

---

### 3. NO DUTY TO SUPERVISE

I acknowledge that Muscle Studio **does not supervise** the use of its facilities or equipment, nor does it provide instruction unless expressly stated.

I understand that:

**“The Gym has no duty to supervise me or any other member and assumes no responsibility for doing so.”**

I agree that I am solely responsible for my own safety and the proper use of equipment.

---

#### **4. RELEASE OF LIABILITY (INCLUDING FOR NEGLIGENCE)**

To the fullest extent permitted by law, I hereby **fully and forever release, waive, and discharge** Muscle Studio, its owners, employees, agents, contractors, affiliates, successors, and assigns (collectively, the “Released Parties”) from **any and all claims**, demands, injuries, damages, actions, or causes of action of any kind whatsoever arising out of or related to my use of the Gym, including but not limited to:

- Personal injury or death
- Property loss or damage
- Acts or omissions of other members
- The ordinary **negligence** of Muscle Studio or its staff

This release includes all claims **whether known or unknown**, and it applies even if the injury or damage is alleged to be caused by the **negligence** of the Released Parties.

---

#### **5. INDEMNIFICATION**

I agree to **indemnify, defend, and hold harmless** the Released Parties from any claims, damages, losses, liabilities, or expenses (including legal fees) brought by:

- myself,
- my guests, or
- any third party

arising from or related to my use of the Gym or my violation of Gym rules.

This obligation survives the termination of my membership.

---

#### **6. MEDICAL EXPENSES & INSURANCE**

I understand that Muscle Studio:

- does **not** provide medical insurance or coverage;
  - does **not** pay for medical treatment or emergency response;
  - is **not responsible** for any medical costs resulting from injuries sustained at the facility.
- 

## **7. RULES & REGULATIONS**

I agree to abide by all Gym rules and policies, including any updates or changes made at the sole discretion of Muscle Studio.

---

## **8. SEVERABILITY**

If any portion of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

---

## **9. GOVERNING LAW & VENUE (UPDATED)**

This agreement shall be governed by the laws of Queensland, Australia, and any dispute arising from this agreement shall be resolved exclusively in the courts located in Bowen, Queensland 4805.

---

## **10. BINDING EFFECT**

This agreement is binding upon me, my heirs, executors, administrators, legal representatives, and assigns.

---

## **ACKNOWLEDGEMENT & SIGNATURE**

I acknowledge that I have read and fully understand this Liability Waiver, Release, and Indemnification Agreement. I understand that by signing it, I am giving up legal rights, including the right to sue the Released Parties.

I sign this document voluntarily and of my own free will.