



**ACCIDENTWAIVER AND RELEASE OF LIABILITY FORM**

**I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ON THESE PREMISES**, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to enter on the premises of 2500 N Central Ave, Humboldt, TN. I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

**(A) I WAIVE, RELEASE, AND DISCHARGE** from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, **THE FOLLOWING ENTITIES OR PERSONS: Moss Enterprises INC, Humboldt Fitness LLC, Joseph Brian Moss**

**(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE** the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of entering 2500 N Central Ave, Humboldt, TN premises, whether caused by the negligence of release or otherwise. I acknowledge that Moss Enterprises INC, Humboldt Fitness LLC, Joseph Brian Moss and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness while being on the premises. The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREEWILL.**

**HUMBOLDT FITNESS LLC RULES**

1. Family Membership includes only spouse and immediate children from the ages 13 to 19. Unless they're on the family/college plan that includes them until the age of 24.
2. Maintain gym courtesy.
3. PUT WEIGHTS UP AFTER USE
4. Proper dress must be worn (shirts and shoes are required at ALL times) **NO MUDDY FOOTWEAR**
5. No foul language (This includes on clothing as well)
6. **Children MUST be 13** to be on the gym floor or on equipment
7. **PARENT'S ARE RESPONSIBLE FOR THEIR CHILDREN AT ALL TIMES**
8. You must follow proper guest procedures for anyone who enters in the door with you. **(This must be done immediately upon entering the gym and each person shall have \$5.00 each visit)**
9. Each individual print and code must be scanned (everyone uses their Own Print and Code) this also allows everyone to come in single file.
10. Please **DO NOT open the door at anytime for any reason** Except for Emergencies Only!!!!!!!  
(No Excuses)

I DO NOT HOLD HUMBOLDT FITNESS LIABLE FOR ANY ACCIDENT I MIGHT HAVE! I UNDERSTAND THAT THE CANCELTION AGREEMENT IS:

1. **ONLY BY WRITTEN DOCTOR'S ORDERS (FAMILY MEMBERSHIP CANCELTION IS ONLY FOR PERSON INJURED IN THE WRITTEN ORDER).**
2. **SHOWING PROOF OF ADDRESS CHANGE FROM POST OFFICE (AS LONG AS IT IS OVER A 40-MILE RADIUS FROM FACILITY).**

**VIOLATION OF THESE RULES MAY RESULT IN DEACTIVATION OF YOUR ACCESS AND ALL PAYMENTS FORFIETED!**

\_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE

\_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE