



I, _____, have volunteered to participate in a fitness program provided to me by Studio 49 Fitness LLC ("Instructor"), which may include, but is not limited to, resistance training and aerobic or cardiovascular exercise. In consideration of Instructor's agreement to instruct me, I do have now and forever release, discharge and hereby hold harmless Studio 49 Fitness, any respective agents, heirs, contractors, and employees from all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in this or any exercise program including any injuries resulting there from. THIS WAIVER AND RELEASE OF LIABILITY INCLUDES WITHOUT LIMITATION, INJURIES WHICH MAY OCCUR AS A RESULT OF (1) EQUIPMENT BELONGING TO STUDIO 49 FITNESS OR I THAT MAY MALFUNCTION OR BREAK; (2) ANY SLIP, FALL, DROPPING OF EQUIPMENT; (3) AND/OR NEGLIGENT INSTRUCTION OR SUPERVISION. I have been informed of, understood, and am aware that any exercise program, whether requiring the use of equipment, is a potentially hazardous activity. I also understand and am aware that any exercise or fitness activity can involve a risk of injury, change in blood pressure, fainting, remote risk of heart attack, stroke or other disability or death, and that I am voluntarily participating in these activities and using equipment with full knowledge that of the damages involved. I hereby agree to expressly assume and accept all risks of injury, regardless of severity, or death. I have been advised that an examination by a physician should be obtained by anyone prior to commencing a fitness/exercise program or initiating a substantial change in the amount of regular physical activity performed. If I have chosen not to obtain a physician's consent prior to beginning this fitness program with Studio 49 Fitness, I hereby agree that I am doing so solely at my own risk. In any event, I acknowledge and agree that I assume the risks associated with all fitness related activities and/or exercise in which I participate.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS FORM IN ITS ENTIRETY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT OR MY SUCCESSOR'S RIGHT TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST STUDIO 49 FITNESS FOR MY NEGLIGENCE OR THAT OF MY EMPLOYEES, AGENTS, OR CONTRACTORS.

This form is an important legal document that explains the risks you are assuming by beginning an exercise program. It is critical that you read and understand this document completely. If you do not understand any part of this document, it is your ultimate responsibility, ask for clarification prior to signing it.

Participant's Signature

DATE

Print Name

DATE

Parent or Legal Guardian (if participant is under the age of eighteen)

DATE