



TEXAS FOOTWORK

Challenge, push, & motivate

Waiver

Statement

Physical exercise can be strenuous and subject to risk of serious injury. You (each client, guest, and all participating family members) agree that if you engage in any physical exercise or activity, or use any gym amenity on the premises or off premises, including any sponsored gym event, you do so **entirely at your own risk**. Any recommendation for changes in diet, including the use of food supplements, weight reduction and/or body building enhancement products are entirely your responsibility, and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and use of these facilities and premises **and assume all risks** of injury, illness, or death. 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, class, program, personal training or instruction;
- 2) The sudden and unforeseen malfunctioning of any equipment;
- 3) Our instruction, training, supervision, or dietary recommendations; and
- 4) Your slipping and/or falling while in the building, or on the premises, including adjacent sidewalks and parking areas.

You acknowledge that you have carefully read this “waiver and release” and fully understand that it is a **release of liability**____. You expressly agree to release and discharge the gym, and all affiliates, employees, agents, representatives, successors, or assigns, 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 gym 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 her from.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

SIGNED _____

PRINTED NAME _____

DATE _____