



## RELEASE & WAIVER

**PLEASE READ AND/OR SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING**

**BY SIGNING THIS DOCUMENT, I ATTEST, CONTRACT, UNDERSTAND AND AGREE THAT I AM TO BE LEGALLY BOUND BY ITS CONTENTS.**

I hereby stipulate and agree:

That I realize the risks of cardiovascular exercise, weight lifting, weight training and/or body building, and I am fully aware of the possibility of mechanical and/or other malfunctions of cardiovascular equipment, weight machines, and/or weight machines and apparatus, ("equipment") due to the negligence of Lone Peak Performance ("LPP") or otherwise, as well as the possibility of injury to my person as a result of the use of such cardiovascular equipment, weight machines, and/or weight machines and apparatus, I, therefore fully understand and I am mindful of the serious consequences which might result due to my involvement in cardiovascular exercise, weight lifting, weight training and/or body building while at LPP premises, and based on that understanding, as set forth in this paragraph, I voluntarily assume any and all risk of loss, damage or injury of any kind whatsoever from my use of any and all of the equipment and facilities of LPP, and further and with full knowledge of the consequences (i.e., that I am waiving my right to sue) expressly waive any and all liability on the part of LPP, and the operator of LPP and its employees and independent contractors from my use of LPP and its equipment and facilities.

That I am physically sound and have medical approval to proceed with a normal routine of exercise. That all exercises shall be undertaken by me at my sole risk. That I am in good health and have no physical conditions that would be aggravated by my involvement in cardiovascular exercise, weight lifting, weight training and/or body building, nor do I have any have any physical limitations that would preclude said involvement.

That I am forewarned that LPP will not in any event provide medical and/or hospitalization insurance for my benefit, and in the event of any injury to my person occurring either as a result of my being on any portion of the premises of LPP, I will save harmless and keep indemnified LPP staff from and against any and all actions claims, costs, expenses or demands, in respect of such injury or injuries, including death, howsoever caused, arising out of or in connection with my use of the LPP facilities or my being on any portion of said premises.

That I am hereby informed of my option to sign a new release on each date that I use the LPP, however, I elect to forego that option and I therefore acknowledge and specifically intend that this release and waiver of rights shall be effective not only on the date hereof, but also on all occasions subsequent hereto when I use the LPP facilities,

That I hereby agree to abide by all the LPP Rules and Regulations.

**I HAVE READ THE ABOVE TERMS, I INTEND TO BE LEGALLY BOUND THEREBY, AND I UNDERSTAND THIS DOCUMENT TO BE A COMPLETE WAIVER AND DISCLAIMER IN FAVOR OF LONE PEAK PERFORMANCE AS TO ANY AND ALL LIABILITY:**



## ACKNOWLEDGMENT OF RISKS

**BY SIGNING THIS DOCUMENT, I ATTEST, CONTRACT, UNDERSTAND AND AGREE THAT I AM TO BE LEGALLY BOUND BY ITS CONTENTS.**

I hereby stipulate and agree that:

- I realize the inherent risks of cardiovascular exercise, weight lifting, weight training and/or body building, and I am fully aware that there might be mechanical and/or other malfunctions of cardiovascular equipment, weight machines, and/or weight machines and apparatus (“equipment”).
- I am aware that there is a possibility of injury to my person, including death, as a result of using the equipment, and I fully understand and I am mindful of the serious consequences which might result due to my involvement in cardiovascular exercise, weight lifting, weight training and/or body building while on the LPP premises.
- I have medical approval to proceed with a normal routine of exercise.
- I am in good health and have no physical conditions that would be aggravated by my involvement in cardiovascular exercise, weight lifting, weight training and/or body building, nor do I have any physical limitations that would preclude said involvement.
- I undertake all exercise at my sole risk and I voluntarily assume any and all risk of loss, damage or injury of any kind whatsoever from my use of any and all of the equipment and facilities of LPP.
- LPP has informed me that it will not provide medical and/or hospitalization insurance for my benefit.
- In the event of any injury to my person occurring either as a result of my being on any portion of the premises of LPP, I will save harmless and keep indemnified LPP and its employees and independent contractors from and against any and all actions claims, costs, expenses or demands, in respect of such injury or injuries, including death, howsoever caused, arising out of or in connection with my use of the LPP facilities or my being on any portion of said premises.

**KNOWING THE INHERENT RISKS, DANGERS, AND RIGORS POSED BY CARDIOVASCULAR EXERCISE, WEIGHT LIFTING, WEIGHT TRAINING, AND/OR BODY BUILDING, I CERTIFY THAT I AM FULLY CAPABLE OF PARTICIPATING IN ANY OR ALL OF THOSE ACTIVITIES**

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_