

ACTIVITY RELEASE AND INDEMNITY AGREEMENT – ADULT

THIS RELEASE AND INDEMNITY AGREEMENT ("Release") is made by the undersigned adult (the "Participant"), to release and indemnify, a corporation, affiliated or subsidiary companies, and all their respective officers, directors, agents, contractors, employees, heirs, successors, and assigns (collectively, "The Tower of Fitness"), as set forth below.

1. **Activity.** Participant, on Participant's own behalf and on behalf of the other members of Participant's family, including Participant's spouse, parents, children, heirs, and assigns, (singularly and collectively referred to as "Participant") hereby grants to The Tower of Fitness this full release and indemnification as consideration in exchange for permitting Participant to participate in the following athletic or physical activity which may utilize the premises occupied by and/or equipment used by The Tower of Fitness (the "Activity"): **PERSONAL TRAINING**

Participant is entering into this Release after (i) having reviewed or having had the opportunity to review The Tower of Fitness premises and/or equipment; (ii) having an initial consultation and evaluation by a Trainer; (iii) having been explained the scope of the services to be offered to Participant and the risks associated therewith; and (iv) having had an opportunity to ask questions regarding the services and/or risks associated with the Activity.

2. Release and Indemnity.

PARTICIPANT IS VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH FULL KNOWLEDGE, UNDERSTANDING AND APPRECIATION OF THE RISKS OF INJURY INHERENT IN ANY PHYSICAL EXERCISE, MASSAGE OR THERAPY PROGRAM, PHYSICAL ACTIVITY OR ATHLETIC ACTIVITY AND EXPRESSLY ASSUMES ALL RISKS OF INJURY AND EVEN DEATH WHICH COULD OCCUR BY REASON OF PARTICIPANT'S PARTICIPATION.

PARTICIPANT RELEASES THE TOWER OF FITNESS FROM ANY LIABILITY AND AGREES NOT TO SUE THE TOWER OF FITNESS WITH RESPECT TO ANY CAUSE OF ACTION FOR BODILY INJURY, PROPERTY DAMAGE, OR DEATH OCCURRING TO PARTICIPANT AS A RESULT OF PARTICIPATING IN THE ACTIVITY.

PARTICIPANT HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, PROPERTY DAMAGE OR DEATH TO PARTICIPANT DUE TO THE ORDINARY NEGLIGENCE OF THE TOWER OF FITNESS AND THE ORDINARY NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY THIRD PARTY INCLUDING OTHERS PARTICIPATING IN THE ACTIVITY.

PARTICIPANT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, AT PARTICIPANT'S SOLE COST, THE TOWER OF FITNESS FROM ANY AND ALL CLAIMS ARISING OUT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITY.

ALL PERSONAL PROPERTY BROUGHT TO THE ACTIVITY, IS BROUGHT AT THE SOLE RISK OF PARTICIPANT AS TO ITS THEFT, DAMAGE, OR LOSS.

3. **Medical.** Participant consents to emergency medical care and transportation in order to obtain treatment in the event of injury to Participant as The Tower of Fitness may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

4. **Severability.** Any provision or portion of this Release found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion (and then only to the extent necessary to avoid such invalidity). The offending provision or portion shall be modified to the maximum extent possible to confer upon the parties the benefits intended thereby. The provision or portion as modified and the remaining provisions or portion hereof shall be construed and enforced to the same effect as if such offending provision or portion thereof had not been contained herein, to the maximum extent possible.

PARTICIPANT HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND INDEMNITY AGREEMENT.

PARTICIPANT: _____

Signature: _____

Date: ___/___/___

Name of Trainer _____