**Resolute Fitness & Health LLC Liability Waiver**

   In consideration of my use of the exercise equipment and facilities provided by **Resolute Fitness & Health** (hereinafter the “Facility”) and any associated entity, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the Facility and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the Facility.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge the Facility, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold the Facility harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for safety and well being of my guest and myself. I understand that the Facility does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by the Facility regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that the Facility is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.**I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.**

**WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT NOTICE**:

THIS FORM IS A CONTRACT WITH LEGAL CONSEQUENCES. READ THIS CAREFULLY BEFORE SIGNING.

            In consideration for receiving personal training services from Eli Sullivan (hereinafter the “Personal Trainer”), I hereby freely and voluntarily agree to the following representations, waivers and agreements:

            I know and understand that the Personal Trainer is a strength and conditioning Personal Trainer and that the sport of strength and conditioning training is an action sport which carries significant risks of serious personal injury, death and property damage. I also know and understand that while participating in and/or training for this sport, I am exposed to many natural, mechanical and environmental conditions and risks which independently or in any combination with my activities and those of others may cause bodily injury and/or property damage, including but not limited to, severe or fatal injuries to myself or others.

            I agree that I alone am responsible for: (a) my proper preparation and safety while participating in any event or activity directed or recommended by the Personal Trainer;(b) providing, utilizing and maintaining the equipment necessary for the safe enjoyment of my participation in any such event or activity; and, (c) wearing properly functioning protective equipment while participating in any such event or activity. I also represent that I have no physical or medical condition which, in my knowledge, would endanger myself or others while I participate in this sport or any event or activity directed or recommended by the Personal Trainer.

            Being fully aware of the risks, conditions and hazards associated with this sport and my participation in training sessions, events and activities directed or recommended by the Personal Trainer,

            I HEREBY ACKNOWLEDGE that the Personal Trainer, the Personal Trainer’s employer, employees, directors, founders, members, sponsors, agents and any other Personal Trainer-affiliated individuals and/or entities are not in any way responsible for my safety while participating in any training program, training session, competition, race, event or any other activity of any kind directed or recommended to me by the Personal Trainer; and

            I FURTHER AGREE TO WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE, for myself, my family and spouse, my heirs, executors, administrators, legal representatives, assignees and successors in interest (hereinafter “successors”), in any and all claims of damages for death, personal injury or property damage which I may have or which may hereafter accrue to me as a result of my participation in any training program, training session, competition, race, event or any other activity of any kind, against any person or entity identified above, whether such injury or damage was the result of negligence or carelessness on the part of the persons or entities mentioned above, and whether such injury or damage was foreseeable.

            I FURTHER AGREE to forever HOLD HARMLESS and INDEMNIFY all persons and entities identified above from any and all liability for death, personal injury or property damage resulting in any way from my participation in any training program, training session, competition, race, event or any other activity of any kind directed or recommended to me by the Personal Trainer.

            I AGREE that should I or my successors assert any claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending against such a claim unless they are found liable for willful and wanton negligence.

            This document contains the entire agreement between the parties and if any term of provision of this agreement is found invalid or unenforceable, the remaining terms and provisions of this agreement shall remain binding and enforceable.

By clicking “I agree to the waiver of liability” I acknowledge and represent that I am 18 years of age or older, that I have read and understand the contents of this document, and that no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made. I also agree, for myself and successors, that the above representations are not mere recitals and that they are binding.

If Participant is under the age of 18, Parent/Guardian consents to the minor’s participation, consents for a representative of Resolute Fitness & Health to seek reasonable and necessary medical treatment for Participant during such associated activities, and agrees to be responsible for any cost of such treatment.

***BY clicking accept you agree to the terms and conditions of this waiver.***