

## **Fitness Liability Release Waiver**

In consideration of my participation in Fit Camp in Spring, Texas, , held at any City of Spring park or at Wimbledon Estates, and sponsored by the Nutrition Clubs of Spring, TX, ie; Coach Sandie and any other Nutrition Clubs opening and participating in these Fit Camps, including all Herbalife Independent Members, executors, administrators, successors and assigns its insurers, employees, officers, directors, associates, and Coaches (hereinafter referred to as "the company"), I expressly agree and contract, on behalf of myself, and my heirs, that the company 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 my participation in games, exercises or other activities held at the camp, regardless of whether such injuries result, in whole or in part, from the negligence of the company. 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, or my children and I hereby fully and forever release and discharge the company, its insurers, employees, officers, directors, and associates, members and all others to any and all claims, demands, damages, right of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of my participation said activities and the use of my own equipment.

I agree to release Coach Sandie and all agents and owners of, for all liability arising from my choice of undertaking any physical activity while at that parking lot or any other location.

I agree to release The City of Spring, and Wimbledon Estates, for all liability arising from my choice of undertaking a physical activity

while at any park.

I expressly agree to indemnify and hold the company harmless against 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 the safety and wellbeing of my guest, underage participants, and myself. I understand that the company 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 company regarding my involvement in all exercises, games, and any other activities. I agree to always conduct myself in a controlled and reasonable manner, 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 company is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that any exercise or physical activity that I take part of in the direction of the company is completely on my own free will. I will not participate in any exercise or physical activity that I do not feel comfortable with for any reason. I understand and agree that I can discontinue any exercise or physical activity at any time.

I assume all risks associated with the exercises and physical activities organized by the company.

I understand and agree that I should seek medical advice and consent before beginning any exercise or physical activity or program.

**I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.**

Date: \_\_\_\_\_

Name \_\_\_\_\_

Signature: \_\_\_\_\_

Signature of Parent or Guardian if under 18:

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