

Chadwick's Fitness & Performance Training Fitness Center Waiver and Release

I enter into this Fitness Center Waiver Release (Agreement) with Chadwick's Fitness & Performance Training for the privilege to use the fitness center (facility) located at **119 Seaboard Lane, Ste 401 Franklin, TN 37067**.

1. Waiver and release of all claims (including negligence)

In consideration for use of the facility, I waive and release Chadwick's Fitness & Performance Training, its agents, servants, employees, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence at the facility or use of the facility and/or equipment. **This waiver and release is intended to and does release Chadwick's Fitness & Performance Training from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Chadwick's Fitness & Performance Training's negligence, including but not limited to negligence in the construction, maintenance and upkeep of the facility and its equipment, negligence in training or negligence in supervision. This is not intended to release Chadwick's Fitness & Performance Training from any liability resulting from their intentional conduct.**

I understand that if, for any reason, I am or have been under medical supervision or if I have not exercised regularly in the recent past, that a doctor's approval should be obtained prior to use of the facility's equipment. I understand and agree that it is my sole responsibility to obtain a doctor's approval.

I further covenant and agree not to institute any claims or legal action against Chadwick's Fitness & Performance Training for any claim released by this Agreement. I further agree that should any claim be made against Chadwick's Fitness & Performance Training in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Chadwick's Fitness & Performance Training for any such claim and expenses including attorney's fees and costs incurred by Chadwick's Fitness & Performance Training in defending themselves or security indemnity hereunder.

I recognize the facility is not supervised, and I use the facility (including premises and equipment) entirely at my own risk.

2. I understand that Chadwick's Fitness & Performance Training is not responsible for any lost or stolen valuables or property from within the facility.

3. While at the facility, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facility by other users.

4. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Chadwick's Fitness & Performance Training for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Chadwick's Fitness & Performance Training, will void and terminate this Agreement and may result in loss of the ability to use the facility.

Name (please print) _____

Signature _____ Date _____

PARENT OR GUARDIAN IF UNDER 18

By signing the fitness center waiver and release as parent/guardian, I am consenting to the minor's participation in the fitness center and acknowledge that I understand that any and all risk of injury, whether known or unknown, is expressly waived in advance, and I agree to the terms set out in this document to include the rules of regulations of using the facility for any purpose.

Child's Name (Please print) _____

Parent / Guardian's Name _____

Parent / Guardian's Signature _____ Date _____

This Fitness Center Waiver and Release is a guideline. It does not address potential compliance issues with federal, state or local law, and it is not meant to be exhaustive or construed as legal advice. The contents of this waiver, and the extent of its effectiveness in court, may be affected by state law. Consult your licensed commercial property and casualty representative at Full Service Insurance Inc. or legal counsel to address possible compliance requirements.

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