

THE EXCHANGE FITNESS LIABILITY WAIVER

Name:

Birthdate:

Address:

City/State/Zip:

Email:

Phone:

Referred by:

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY. You hereby acknowledge and agree that use by Participant of The Exchange Fitness facilities at 6988 US-1 N, Unit 306, 307, & 308, Saint Augustine, FL 32095, services, equipment or premises involves risks of injury to persons and property, including those described below, and Participant assumes full responsibility for such risks. In consideration of Participant being permitted to enter any facility of The Exchange Fitness (a "Club") for any purpose including, but not limited to, observation, use of facilities, services or equipment, or participation in any way, Participant agrees to the following: Participant hereby releases and holds The Exchange Fitness, its members, directors, officers, employees and agents harmless from all liability to Participant and Participant's personal representatives, assigns, heirs, and next of kin for any loss or damage, and forever gives up any claims or demands therefore, on account of injury to Participant's person or property, including injury leading to the death of Participant, whether caused by the active or passive negligence of The Exchange Fitness or otherwise, to the fullest extent permitted by law, while Participant is in, upon, or about The Exchange Fitness premises or using The Exchange Fitness facilities, services or equipment. Participant also hereby agrees to indemnify The Exchange Fitness from any loss, liability, damage or cost The Exchange Fitness may incur due to the presence of Participant in, upon or about The Exchange Fitness premises or in any way observing or using any facilities or equipment of The Exchange Fitness whether caused by the negligence of Participant(s) or otherwise. You represent the following: (a) that Participant is in good physical condition and has no disability, illness or other condition that could prevent Participant from exercising or skateboarding without injury or impairment of health; and (b) that Participant has consulted a physician concerning an exercise program or skateboarding that will not risk injury to Participant or impairment of Participant's health. Such risk of injury includes, but is not limited to, the following; injury arising from use by Participant or others of exercise equipment, machines, and skateboarding; injury arising from participation by Participant or others in supervised or unsupervised activities or programs at a club; injuries and medical disorders arising from exercising and/or skateboarding at a club such as heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others; and accidental injuries occurring anywhere in club facilities. Participant further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that if any provision thereof is held invalid, it is agreed that the balance shall notwithstanding such invalidity, continue in full force and effect. Participant has read this release and waiver of liability and indemnity clause, and agrees that no oral representations, statements or inducement apart from this agreement have been made.

AUTHORIZATION OF RELEASE OF VIDEO, PHOTO, OR OTHER LIKENESSES

Participant consents to the use of their name, portrait, picture, photograph or video as part of The Exchange Fitness's image bank. This is a collection of images and videos of The Exchange Fitness's clients, students, participants, and employees intended to showcase The Exchange Fitness activities. The images in this collection will be used on The Exchange Fitness website, as well as in The Exchange Fitness publications and marketing products such as displays, pamphlets and presentations. The Participant agrees that they shall have no claim against The Exchange Fitness or against anyone accessing or using images as part of this collection.

By signing this agreement, Buyer acknowledges that buyer is of legal age, has receive, filled-in and completed a copy of this agreement. IN NO EVENT SHALL THE EXCHANGE FITNESS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Date

Participant's/ Buyer's Signature

If provided on behalf of a minor: I hereby certify that I am the parent or guardian of

_____, who is under the age of eighteen years, to whom this release

applies and that I have the legal authority to execute this release. I approve the foregoing and agree that we both shall be bound thereby.

Parent/Guardian Signature