

Beaumont Health and Fitness Center

WAIVER AND RELEASE OF ALL CLAIMS

- I. I am physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities, equipment and/or programs at the Health and Fitness Center. If I have been informed of the need for a physician's approval for any participation in an exercise/fitness activity or in the use of exercise equipment, I will have my physician complete a 'Medical Clearance' form. It has been recommended to me that I have an annual (or more frequent) physical examination and consultation with my physician as to my physical activity, exercise and use of exercise and training. I have either had a physical examination and have received my physician's permission to participate in these activities, or that I have decided to participate in these activities without the approval of my physician and do hereby assume all responsibility for my participation of these activities.
- II. I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment, are potentially hazardous activities. I also understand that fitness activities involve a risk of injury, permanent disability and even death. I am voluntarily participating in these activities and using the equipment with knowledge of the dangers involved. I expressly assume and accept any and all risks of injury, disability and death. I also assume all risks of damage, loss or theft of my personal property, including but not limited to my automobile.
- III. I, for myself and my heirs, legal representatives and assigns, expressly and voluntarily forever release, discharge, indemnify, defend and hold the Health and Fitness Center and its owners, subsidiaries, affiliates, directors, officers, trustees, employees, instructors, agents, affiliated persons or organizations and their successors and assigns ("Releases") harmless from and against any and all claims, demands, actions, causes of action, liabilities, losses, damages and expenses (including attorneys' fees) claimed or alleged, known or unknown, whatsoever for personal injury, including death, or property damage arising out of or otherwise attributable to: (i) any and all negligent acts, errors, or omissions on the part of the Health and Fitness Center and/or releases; or (ii) my participation at the Health and Fitness Center or in the Health and Fitness Center programs, equipment, facilities or premises. This Waiver includes but is not limited to use of any exercise equipment or facilities, maintenance related to any equipment or facilities, negligent or alleged negligent instruction by the Health and Fitness Center, active and/or passive negligence by the Health and Fitness Center, releases, any other member or guest or any slip and fall in the facility or on the premises.
- IV. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury as the Health and Fitness Center deems appropriate. This Waiver also extends to medical care or transportation provided in the event of an emergency.
- V. I expressly agree that the terms contained in this Waiver are intended to be as broad and inclusive as permitted by Michigan law. If any part of this Waiver is deemed not valid for any reason, the remaining portions shall be valid and remain fully enforceable. This Waiver shall survive termination of membership or guest privileges with the Health and Fitness Center.
- VI. I understand, only as a day pass user, I can refuse to go through the mandatory weight room orientation.

I have carefully read this Waiver and fully understand its contents without exception. I am aware that this is a waiver and release of all claims and have signed of my own free will. If I am signing as a parent or guardian, I agree to the contents of this Waiver on behalf of myself and my child or ward.

Please select one:

TRIAL NEW MEMBER WCC MEMBER BEAUMONT EMPLOYEE DAILYFIT

Members Name: _____ Date: ____/____/____

Members Signature: _____ Date: ____/____/____