

S.W.E.A.T. Inc.

WAIVER - THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY

You, the Member, are aware that there are risks associated with participating in fitness activities and exercise. Your participation is completely voluntary, and you freely accept and fully assume responsibility for all risks, and all possibilities of personal injury, death, property damage or loss to yourself or any other person as a result of your participation in fitness activities. You and your heirs, next of kin, executors, administrators, and assigns agree:

(a) to waive all claims, known or unknown, that you have or may have in the future against S.W.E.A.T.® Inc., including their owners, officers, directors, agents, employees, volunteers, business operators, independent contractors and site property owners or lessees (the "organization").

(b) that S.W.E.A.T.® Inc. is not liable or responsible for any damage to, loss or theft of your property.

(c) to release and forever discharge S.W.E.A.T.® Inc. from all liability for and personal injury, death, property damage or loss resulting from your participation in fitness activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake in error of judgment of S.W.E.A.T.® Inc.

(d) to be liable for and to hold harmless and indemnify S.W.E.A.T.® Inc. from all actions, proceedings, claims, damages, costs demand, including court costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with your participation in fitness activities.

(e) consent to photography. I understand that S.W.E.A.T.® Inc may photograph, videotape/record my participation in the activities or use of the facility and hereby agree and consent thereto. I am also aware that S.W.E.A.T.® Inc may use, publish, transmit or reproduce recordings for promotional, marketing, educational or instructional purposes or any other purpose related to S.W.E.A.T.® Inc and hereby consent to such use. S.W.E.A.T.® Inc shall retain the rights to all recordings.

Please consult your physician prior to starting: an exercise or fitness program and prior to using the Facility.

Signed _____ Dated: _____