

Everfit, Inc.

Release of Liability & Waiver Form

I, _____, understand that exercise, training and using fitness equipment are potentially hazardous activities. I further understand that these activities involve risks of injury, aggravation of preexisting conditions, and in the most severe and extreme situations, even death. Furthermore, I acknowledge that exercise on the body cannot be predicted with complete accuracy and that injuries may occur during or following exercise that could lead to these complications and adversely affect my health. These changes may include, among other effects, high blood pressure, increased heart rate, altered heart function, and possibly, and again in rare instances, cardiac complications. Accordingly, I acknowledge that I am voluntarily participating in these activities with the full knowledge and understanding of the potential dangers. I am aware that a comprehensive medical examination is necessary before using the equipment and machinery and that a consultation with a physician is essential to determine which physical activities, exercises, training and programs, if any, are recommended by my personal doctor. I further acknowledge that I have either had a physical examination within the last month and learned of the recommended activities, or that I voluntarily assume all responsibility and liability for using the facilities, equipment, machinery and participating in all programs at Everfit, Inc. I also have read and been informed of the following warning and notification: "*If you are currently under a physician's care for an injury, condition or illness, Everfit, Inc. strongly urges you to consult your physician before conducting any exercises, using any equipment, or participating in any program at Everfit, Inc.*"

Whether I have had an examination or voluntarily assume all liability I further declare that I am physically fit, sound and suffering from no condition, impairment, disability, disease, infirmity, or illness that should prevent my participation in any program and the use of any exercise equipment and machinery. Moreover, in consideration of being allowed to use all facilities, equipment, machinery and programs, I personally assume all risks involved in all exercising, training, activities and programs at Everfit, Inc.. I also waive and release, now and forever, all claims and causes of action against Everfit, Inc., its elected or appointed officers, agents, volunteers, employees, representatives, consultants, executors, lessors, lessees, and all others directly or indirectly connected with Everfit, Inc. from any and all personal injuries I sustain (including death), any medical condition of any kind which results, any aggravation of a pre-existing medical condition that I aggravate, and any and all other damages or injuries which I sustain in any way from the direct or indirect result of my activities, exercise, training and participation at Everfit, Inc.. I further hold Everfit, Inc. harmless from any loss to my personal property which is lost, stolen or damaged while I am at present at Everfit, Inc.

Signature of Participant

Date: _____