

Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement



NOTICE: This is a legally binding agreement. By signing this agreement, you contractually agree to never bring a court action to recover compensation or obtain any other remedy for any injury to yourself, of your property, or for your death, however caused, arising out of your use of the facilities, equipment or participation in activities of Bent Barbell, Inc. dba Brickhouse Gym.

Acknowledgement of Risk

In consideration of being allowed to participate in any way in the activities at Bent Barbell, Inc. dba Brickhouse Gym, its related events and activities, I acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in weight training, cardiovascular exercise, or any activity that involves physical exertion is significant, including the potential for serious bodily injury and death, and while particular skill, equipment, and personal discipline may reduce this risk, the risk does exist; and
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of Bent Barbell, Inc. dba Brickhouse Gym, its landlord, its members, employees, shareholders, officers, directors, or affiliates, or agents or its owners, employees, or agents, or other participants or visitors of Bent Barbell, Inc. dba Brickhouse Gym, or others, and assume full responsibility for my participation; and
3. I acknowledge and understand that neither Bent Barbell, Inc. dba Brickhouse Gym, nor any of its instructors or employees provide medical or any other form of insurance to participants.

Statement as to Health and Condition

I certify that I have undergone a physical examination by a doctor who determined that I am in good health and that I have no physical limitations that would preclude my safe use of the facilities and equipment at Bent Barbell, Inc. dba Brickhouse Gym.

Waiver of Liability, Release, Assumption of the Risk and Indemnity

I intend to be legally bound and it is my express intent that this Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement shall bind my spouse, heirs, assignees, executors, and administrators.

In consideration for being allowed to participate in any way in the activities and use of the facilities at Bent Barbell, Inc. dba Brickhouse Gym, I HEREBY AGREE on behalf of myself, my successors, assigns, heirs, survivors, representatives, executors, and administrators to assume all risk, and waive, release, and discharge forever Bent Barbell, Inc. dba Brickhouse Gym, its landlord, its members, employees, shareholders, officers, directors, or affiliates, or its owners, employees, or agents, or other participants or visitors of Bent Barbell, Inc. dba Brickhouse Gym (RELEASEES) from all liabilities, claims, demands, causes of action, actions, lawsuits, or judgments of any kind whatsoever, including but not limited to causes in law or equity, for negligence, breach of warranty, or strict liability tort, for any injury, death and/or other damages.

Further, I hereby agree to indemnify, defend, and save harmless Bent Barbell, Inc. dba Brickhouse Gym, its landlord, employees, shareholders, officers, directors, or affiliates, or its owners, employees or agents, or other participants or visitors of Bent Barbell, Inc. dba Brickhouse Gym, from any and all claims, demands, causes of action, actions, lawsuits, or judgments of any kind whatsoever arising out of or for in any way related to my presence at or use of the facilities or equipment, including but not limited to weight training and cardiovascular exercise, of Bent Barbell, Inc. dba Brickhouse Gym.

I state that I have read this Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement and that I fully understand and agree that by signing below I am contracting away my right to sue and that I WILL BE SOLELY RESPONSIBLE FOR ANY INJURY, DEATH, OR DAMAGE, THAT I MAY SUSTAIN AT OR IN CONNECTION WITH BENT BARBELL, INC. DBA BRICKHOUSE GYM, and sign it freely and voluntarily without any inducement.

_____ Participant's Signature	_____ Participant's Name	_____ Date
_____ Street Address	_____ City	_____ State
		_____ Zip Code
_____ Phone #	_____ Age	_____ Date of Birth

Parents/Guardians of participants of Minority Age, please sign release found on the back side of this page.

Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement



FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent/Guardian Signature

Date

Emergency Phone #