



WAIVER AND RELEASE (FITNESS)

I, ("Participant"), in consideration for my use of the facility and presence on the premises, and subject to the conditions below, hereby release and absolve FitFuel Nutrition + Fitness + Cryotherapy ("Company") from any and all liabilities for any accident or injury sustained by me resulting thereof:

* I understand and acknowledge that any physical exercise program, including but not limited to circuit weight training, free weight training, and aerobic endurance training, voluntarily engaged in by me with Company equipment, facilities and supervisory personnel, represents a potential danger due to accident, muscle stress, injury, or other cause common to such physical activity. [L] [SEP]

* I hereby voluntarily assume the risk of injury resulting from the danger that is present due to my presence on the premises, and the use of the facilities, of the Company. [L] [SEP]

* I hereby release Company from any liability, whether resulting from the fault of the Company or not, due to such voluntary physical exercise program. [L] [SEP]

* I hereby waive any right I may have against the Company, its officers, directors, agents, employees, representatives, or successors in interest for any liability, damages, actions or causes of action, costs and attorney fees that may be incurred as a result of my voluntary use of the Company's facilities and presence on the premises. This Waiver and Release shall be binding upon my heirs, executors, administrators, representatives and assignees. [L] [SEP]

* I further acknowledge and agree that FitFuel Nutrition + Fitness + Cryotherapy does not manufacture or produce fitness equipment used by me in this facility, but purchases and/or leases fitness equipment, and therefore FitFuel Nutrition + Fitness + Cryotherapy is not liable for defective fitness products. [L] [SEP]

* In addition to the terms and conditions set forth in this Waiver and Release, my use of the facilities and presence on the premises shall be subject to any membership agreement, or other use agreement, presented to me by the Company.

"Participant" [L] [SEP]

(Signature) _____

Date_____

(Printed) _____

[L] [SEP] **FitFuel Nutrition + Fitness + Cryotherapy** [L] [SEP]

By: _____

Date_____

Ashley R. Downes

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