

User's Representations, Express Assumption of All Risks and Release of Liability Agreement

PURPOSE OF THIS BINDING AGREEMENT:

By reading and signing this document, "You", the under signed, sometimes also referred to as "User" or "I", will agree to release and hold ("FIT for LIFE Ministries" and or Joyce Woodrow) harmless from, and assume all responsibility for all claims, demand, injuries, damage, action or causes of action to persons or property, arising out of, or connected with your use of the facilities, premises or services. The agreement and release is for the benefit of FIT for LIFE Ministries, its employees, agent, independent contractors, other users of the facilities and all persons on the premises. This agreement includes your release of the e persons from responsibility for injury, damage or death to yourself because of those acts or omissions claimed to be related to the ordinary negligence of these persons. This agreement also includes your representations as to important matters which FIT for LIFE Ministries will rely upon.

A. REPRESENTATIONS

The undersigned, You, represent: (a) that you understand that use of the premises, facilities, equipment, service and program include an inherent risk of injury to persons and property, (b) that you are in good physical condition and have no disabilities, illnesses, or other condition that could prevent you from exercising and using the equipment/facilities without injuring yourself or impairing your health, and (c) that you have consulted a physician concerning an exercise program that will not risk injury to yourself or impairment of your health. Such risk of injury includes, but is not limited to, injuries arising from or relating to use by you or others of exercise equipment and machines; injuries arising from or relating to participation by you or others in supervised or unsupervised activities or programs through FIT for LIFE Ministries, injuries and medical disorders arising from or relating to use of the facilities such as a heart attacks, sudden cardiac arrest, strokes, heat stress, sprains, strains, broken bone, and torn muscle , tendons, and ligament, among other, and accidental injuries occurring anywhere in the facility including lobby , hallway, exercise areas. Accidental injuries include those caused by you, those caused by other persons, and those of a "slip-and-fall" nature. If you have any special exercise requirements or limitations, you agree to disclose them to FIT for LIFE Ministries before using the facilities and when seeking help in establishing an exercise e program, you hereby agree that all exercise and use of the facilities, services, program, and premises are undertaken by you at your sole risk. As used herein, the terms "include," "including," and words of similar import are descriptive only, and are not limiting in any manner.

You also acknowledge and represent that you realize and appreciate that access to and use of the facilities during non-supervised times increases and enhances certain risks to you. You realize that if you use the facilities during non-supervised hours, any emergency response to you in the event of need for same may be impossible or delayed. While we encourage you to use the facility with a partner during nonsupervisory times, you may choose to do so without a partner, therefore enhancing and increasing the risks to you as to the provision of first aid and emergency response. You realize that a delay in the provision of first aid and/or emergency response may result in greater injury and disability to you and cause or contribute to your death. Use of the facility with no one else present to supervise or watch your activities is not recommended and would not be allowed unless you agree to assume all risks of injury, whether known or unknown to you.

You do hereby further declare yourself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent your participation or use of equipment or machinery except as hereinafter stated. You do hereby acknowledge that you have been informed of the need for a physician's approval for your participation in an exercise/fitness activity or in the use of exercise equipment and machinery. You also acknowledge that it has been recommended that you have a yearly or more frequent physical examination and consultation with your physician as to physical activity, exercise and use of exercise and training equipment or that you might have his recommendation concerning these fitness activities and equipment use. You acknowledge that you have either had a physical examination and have been given your physician's permission to participate or that you have decided to participate in activity and use of equipment and machinery without the approval of your physician and do hereby assume all responsibility for your participation and activities, and utilization of equipment and machinery in your activities.

YOU HAVE READ THE FOREGOING, ACKNOWLEDGE THAT YOU UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPHS AND AGREE

TO SAME. Initials': _____ _

B. EXPRESS ASSUMPTION OF ALL RISKS

You have represented to us and acknowledged that you understand and appreciate all of the risks associated with your participation in various activities at the facility and in the use of equipment/facilities. Including the risk of injury, disability, and death. You have also acknowledged that there are greater, enhanced and even other risk to you if you decide to use the facility during non-supervised times. Knowing and appreciating all of the risk and enhanced risk, you have knowingly and intelligently determined to expressly assume all risks associated with all of your activities and use of equipment/facility.

You understand and are aware that strength, flexibility and aerobic exercise, including the use of equipment are a potentially hazardous activity. You also understand that fitness activities involve the risk of injury and even death, and that you are voluntarily participating in these activities and using equipment and machinery with knowledge of the danger involved. We have also reviewed the risk with you on the date when you signed this Agreement and answered any question that you may have had. You hereby agree to expressly assume and accept any and all risk of injury or death including those related to your use of or presence at this facility, your use of equipment and your participation in activity, including those risks related to the ordinary negligence of those released by this Agreement and including all claims related to ordinary negligence in the selection, purchase, set up, maintenance, instruction as to use, use and/or supervision of use, if any, associated with all equipment and facilities.

YOU HAVE READ THE FOREGOING, ACKNOWLEDGE THAT YOU UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPHS AND AGREE

TO SAME. Initials': _____ _

C. AGREEMENT AND RELEASE OF LIABILITY

In consideration of being allowed to participate in the activities and program of the facility and to use its equipment/facility , machinery in addition to the payment of any fee or charge, you do hereby waive, release and forever discharge FIT for LIFE Ministries and or Joyce Woodrow and it director officers, agents, employee, representatives, successors and assigns, administrator , executors, and all other from any and all responsibilities or liability from injuries or damages resulting from your participation in any activities or your use of equipment/facilities or machinery in the above-mentioned activities . You do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or Others acting on their behalf or in any way arising out of or connected with my participation in any

activities, of FIT for LIFE Ministries. This provision shall apply to ordinary acts of negligence but shall not apply to gross acts/omissions of negligence, willful or wanton acts/omissions or those of an intentional/criminal nature.

YOU HAVE READ THE FOREGOING, ACKNOWLEDGE THAT YOU UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPHS AND AGREE

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D. LOSS OR THEFT OF PROPERTY

The facility is not responsible for lost or stolen articles. You should keep any valuables with you at all times while using the facilities. Storage space or lockers do not always protect valuable. Consequently, by executing this Agreement and any accompanying document, you do hereby agree to assume all responsibility for your own property and that of any dependent(s) and to insure that property against risk of loss as you see fit. By the execution hereof, you expressly, on behalf of yourself, and any dependents, do hereby knowingly agree to forego, waive, release and prospectively give up any right to institute any claim or action against FIT for LIFE Ministries and or Joyce Woodrow relating to lost or stolen property, including property lost or stolen due to the negligent act or omission of the facility. You agree to indemnify and save FIT for LIFE Ministries and all of its personnel harmless from any action, claim, suit or subrogated claim or suit instituted at any time hereafter against FIT for LIFE Ministries related to the theft or loss of your or your dependents' property at the Facility. The Facility shall be indemnified by you for all costs, expenses, fees, including attorney fees, incurred by the Facility or its personnel by reason of any such action.

YOU HAVE READ THE FOREGOING, ACKNOWLEDGE THAT YOU UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPHS AND AGREE

TO SAME. Initials: _____

User shall receive a copy of the foregoing Agreement at the time of its initialing and signing and hereby acknowledges User's receipt of same.

YOU HAVE READ THE FOREGOING, ACKNOWLEDGE THAT YOU UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPHS AND AGREE

TO SAME. Initials: _____

This Agreement shall be interpreted according to the laws of the State of Florida. If any part of this Agreement should ever be determined by a court of final jurisdiction to be invalid, the remaining portions hereof shall be deemed to be valid and enforceable.

YOU HAVE READ THE FOREGOING, ACKNOWLEDGE THAT YOU UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THE PRECEDING PARAGRAPHS AND AGREE TO SAME.

ACKNOWLEDGMENT

I have read and received a completed copy of this Agreement and all of its Exhibits, as well as any Rules and Regulations of FIT for LIFE Ministries which are incorporated herein by reference. I agree to be bound by the terms and conditions of the Agreement and the Rules and Regulations of FIT for LIFE Ministries, as same exist or a same may be amended from time to time hereafter. This Agreement shall be binding upon me and my spouse, my heirs, my estate, my executors, my administrators and my successor and/or assigns. I realize that this Agreement is designed to prevent me and/or them from filing any personal injury or other lawsuit based upon ordinary negligence, including negligent battery, or even negligent wrongful death, loss of consortium or any other similar lawsuit arising out of any injury to me which I or they may possess hereafter.

The undersigned, on behalf of myself and my heir, executors, administrators, successors and assigns hereby agree to indemnify the FIT for LIFE Ministries and or Joyce Woodrow and all those hereby released and to hold them absolutely harmless if anyone, including the undersigned, should hereafter file suit against the facility, or those released hereby for any matter intended to be released by this Agreement not including claims based upon ordinary negligence such as but not limited to personal injury, wrongful death, loss of consortium or other similar actions.

Date: _____

Signature: _____

Print Name: _____

Address: _____

Home Phone: () _____

Cell Phone: () _____