



Name \_\_\_\_\_

**Assumption of Risk, Release, Waiver of Liability and Covenant Not to Sue**

***PART I: ASSUMPTION OF RISK***

Personal training and athletic programs involve substantial risk of bodily injury, property damage, and other dangers associated with participation in such activities. The undersigned hereby intends to participate in an exercise program at F.O.R.C.E. Performance Training LLC, and acknowledges that participation in any exercise program may involve inherent risks and physical injury, including, but not limited to, broken bones, strains, sprains, bruises, concussion, heart-related illness (hyperthermia), abnormal heart beats, abnormal blood pressure, and in rare cases, a heart attack, stroke, and possibly death.

The undersigned acknowledges that F.O.R.C.E. Performance Training does not warrant or guarantee in any respect the competency, mental condition, or physical condition of an individual participant in any recreational activity. All participants in voluntary recreational and athletic programs will be required to sign this form.

I acknowledge that I am solely responsible for any hospital or other costs arising out of any bodily injury or property damage sustained through my participation in such voluntary athletic or recreation activities.

I have read and understand this notice. By signing this form, I accept and assume all the risks, hazards, and dangers involved in any such activities in which I may elect to participate, including the training for, preparation for, and travel to and from the site of such activities.

***PART II: RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE***

The undersigned (for myself, my heirs, executors, administrators, and assigns) hereby agrees, for the sole consideration of enrichment I expect to derive from the exercise program and for the consideration of F.O.R.C.E. Performance Training allowing my participation in the program to waive, release, hold harmless, covenant not to sue, and forever discharge F.O.R.C.E. and their members individually, and their officers, agents and employees from any and all claims, demands, rights, causes of action, judgments costs and expenses, or other liability of whatsoever kind or nature resulting from my participation in or growing out of or in any way connected with this exercise program either arising before, during and/or subsequent to joining F.O.R.C.E., including but not limited to any and all, known and unknown, foreseen and unforeseen, bodily and personal injuries, including death, damage to property, and the consequences.

The facilities and activity programs offered by F.O.R.C.E. Performance Training have been designed and established to provide the optimum level of beneficial exercise and enjoyment without compromising the health and safety of those who utilize the facilities or participate in the activities. Because the nature of the program made available at F.O.R.C.E. and the equipment that is an integral part of many activities, there is an inherent risk of injury by any exercise activity. This results in a practical limitation being placed on F.O.R.C.E. in its efforts to prevent injuries to participants, whether actively participating in exercise or utilizing the equipment. F.O.R.C.E. enlists your assistance in assuring that the equipment is utilized in a proper manner so that the inherent risk that exists under the control of F.O.R.C.E., as well as those outside the control of F.O.R.C.E. and/or partially within the control of each individual participant, are minimized by the participant's thoughtful and cautious use of both the equipment and facilities.



***PART II: RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE***

***(continued)***

In consideration of the previously stated factors, the undersigned participant acknowledges the existence of risks in connection with these activities, assumes such risks, and agrees to accept the responsibility of any injuries sustained by him/her in the course of his/her use of the facilities and/or equipment. More specifically, the participant acknowledges and accepts risks in one or more of the following general areas;

1. The use of exercise equipment;
2. Possible injuries or medical disorders arising out of the participant's exercising at the facilities;
3. Accidents or injuries that occur within the facilities (e.g. in the restrooms);
4. It is further recommended that participants consult with their physicians before engaging in activities that are part of the program.

I hereby certify that I am at least 18 years of age, or my parent or guardian has signed below, that I am suffering no legal disabilities, and that I, or my parent and/or guardian, have read this form carefully, understand it, and agree to be bound by its terms.

The participant further acknowledges the existence of and the need for certain rules and procedures concerning the use of equipment and facilities that are a part of F.O.R.C.E. He/she agrees to abide by those rules, and to make every individual effort to assure that the equipment and facilities are kept in safe and usable condition.

---

---

(do not detach)

Having read the preceding, I knowingly acknowledge my understanding of these risks set forth herein and knowingly agree to accept full responsibility for my own exposure to such risks. I also acknowledge that I have asked a member of the F.O.R.C.E. staff any and all questions that I have concerning this document and that my questions have been answered satisfactorily.

\_\_\_\_\_  
Participant's Name (Print)

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent's or Guardian's Signature (if participant is under 18)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date