



**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

By signing this document, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE *241 Fitness, Wendy Bryant*, from any and all liability, claims, demands, actions, and injuries sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in to, contract, strict liability, or otherwise, to the fullest extent allowed by law.

I am fully aware of the risks and hazards connected with the activities of this program, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me - I understand that I am not required to participate in this activity. I voluntarily assume full responsibility for any damage to property owned by me, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEE or otherwise, to the fullest extent allowed by law. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEE from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEE or otherwise, to the fullest extent allowed by law.

It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above named RELEASEE. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws if the State of Massachusetts and the federal or state courts of Massachusetts. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without an effect on the enforceability of the remaining provisions.

I understand that all punch cards have a three month expiration date from point of purchase. I acknowledge that all punch card sales are final. In the event of death or a physical disability that is sufficient to warrant cancellation of such purchase, the buyer shall furnish to 241 FITNESS a certification of such disability by a physician licensed under Chapter 458,459,460 or Chapter 461 provided the diagnosis or treatment is within the physician's scope of practice. The buyer may choose to transfer the unused portion of their punch card to another person. In the event that a medical cancellation is granted the buyer agrees that the used portion of the card will be assessed at the current daily rate and the refund will be only for the remainder of the unused visits.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, for full, adequate and complete consideration fully intending to be bound by same. I HEREBY CERTIFY that I have personal health insurance.

IN WITNESS WHEREOF, I \_\_\_\_\_ have signed this Waiver and Agreement.  
(Print name)

Address \_\_\_\_\_

Signature \_\_\_\_\_ DOB \_\_\_\_\_

E-mail \_\_\_\_\_ Phone \_\_\_\_\_  
(For MINDBODY client portal & scan card registration)

KeyTag # \_\_\_\_\_ Purchase \_\_\_\_\_ Date \_\_\_\_\_