

LIABILITY WAIVER

1. In consideration of my participation in a program of strength, flexibility and cardiovascular training, I hereby release and covenant not to sue Badass Fitness, LLC, the owner, or employees, trainers or agents from any and all present and future claims resulting from negligence on the part of Badass Fitness LLC or others listed for property damage, personal injury or wrongful death, arising as a result of my participation in or receiving instruction in physical exercise. I hereby voluntarily waive any and all claims resulting from negligence, both present and future, that may be made by me, my family, estate, heirs or assigns. Only GROSS NEGLIGENCE with aggravating circumstances is excepted from this waiver, but the assumption of risk stated herein and contributory and/or comparative negligence shall remain as defenses of Badass Fitness LLC. This waiver and assumption of risk by PARTICIPANT/MEMBER applies to any activity or location in and around the Badass Fitness boot camp or any subsequent Badass Fitness facility and activity. I acknowledge and warrant, as an inducement to Badass Fitness, entering into this agreement that I should not and will not participate in any fitness exercise or program without the supervision of a trained professional and that my undertaking of any exercise or fitness program is and acknowledgement of my material representation that I am under the direct supervision of a trained professional or that I have had sufficient training and certification to be eligible for consideration as a trainer myself. I further acknowledge and accept the risk and responsibility for consequences related to exercise I perform elsewhere that present a risk, which I assume, when taken cumulatively with the exercise or fitness program at Badass Fitness.
2. I agree to consult with a licensed physician before commencing any fitness training with Badass Fitness and my appearance shall be presumptively construed that I have had all examinations and tests required for a physician to approve of the exercise that I undertake at Badass Fitness. Further, I am aware that strength, flexibility and cardiovascular exercise, including the use of equipment, are potentially hazardous activities. I am aware and understand that fitness activities involve certain risks, which I assume in full, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attack, serious disability, and serious injury to all bones, joints and muscles and that I am voluntarily participating in these activities and using equipment and machines with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to accept any and all inherent risks of injury or death.
3. I do hereby further declare myself to be physically fit and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machines. I acknowledge that I have either had a physical examination and/or been given permission by my physician to participate.
4. I further agree to indemnify and hold harmless Badass Fitness and others listed for any and all claims arising as a result of my participation in or receiving instruction in strength, flexibility and cardiovascular activities or any activities incidental thereto, wherever, whenever or however the same may occur.
5. I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of Florida and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceeding shall be in Leon County, the state of Florida.
6. The electronic text of this contract represents the entire agreement between both parties. There are no other representations by Badass Fitness or its employees that are not written in this electronic contract. This agreement specifically excludes any oral or written prior or contemporaneous communication between parties.
7. Participant's/member's actual or digital agreement to this document or any copy of it, shall be binding. Member/participant acknowledges that by appearing with or joining Badass Fitness for any exercise or fitness program, the member/participant has read and agreed with all terms of this agreement which includes published rules and regulations as amended from time to time by Badass Fitness. I acknowledge that it is my responsibility to seek out and become familiar with all such rules and regulations and that I will conform with rules of etiquette and civility that are generally expected in the fitness business.

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PRINT NAME

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DATE

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SIGNATURE