

WAIVER OF LIABILITY

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DIALED IN FITNESS

Name:

Who are you a guest of or training with?

Email:

Address:

Phone #:

Emergency Contact #:

FACILITY

I am at my sole risk and responsibility. I release, indemnity and hold harmless Dialed In Fitness LLC, its servants and agents, from and against all and any actions or claims which may be made by me or on my caused to me or my property whether by negligence, breach of contract or in any way whatsoever. By signing this I also understand I have a 3 day right to rescission for a FULL REFUND. AFTER THE 3 DAYS THERE ARE NO REFUNDS AND IF PARTICIPANT CHOOSES TO OPT OUT, DIALED IN FITNESS IS NOT LIABLE FOR REFUND. MEMBER AGREES THAT ANY DAMAGE HE/SHE DOES OR CAUSE TO FACILITY WILL BE REPAIRED OR PAID FOR AT THEIR EXPENSE.

ACKNOWLEDGMENT OF RISK

I hereby acknowledge and understand that using the fitness equipment and participating in the various activities available to me at Dialed In Fitness, LLC (DIF) exposes me to inherent risks, including accident, injury, illness, or even death. I assume all risk of injuries associated with my use of the equipment or participation in any activities, fitness or exercise programs of any type whatsoever at DIF. I assume all other associated risks related in any way to my presence at DIF.

I hereby certify that based on my physical and mental condition, I am capable of participating in all fitness programs, activities of every kind whatsoever, or the use of any equipment which I may choose. I acknowledge that I voluntarily chose to use the facilities available at DIF and assume all such risk.

RELEASE AND INDEMNITY

In consideration of my use of the facilities and all related items at DIF, I hereby release, indemnity and hold harmless DIF and its officers, agents, employees, representatives, successors or assigns from and against all liability, any actions or claims or demands which may be made by me, my assigns, heirs, spouses, next of kin or representatives based on injury or any kind, including death, caused to me or my property whether by negligence, breach of contract or in any way whatsoever, which is in any way related to my use of the facilities, participation in any activity, or presence at DIF.

By signing this I also understand I have a 3 day right to rescission for a FULL REFUND. AFTER THE 3 DAYS THERE ARE NO REFUNDS AND IF PARTICIPANT CHOOSES TO OPT OUT, DIALED IN FITNESS IS NOT LIABLE FOR REFUND.

I also acknowledge and agree that the terms of this agreement are in effect as long as I participate in any fitness programs, activities of every kind whatsoever, or use any equipment at DIF without the necessity of signing a new agreement. However, the 3 day right to rescind and receive a full refund only applies to the time period following the initial payment and signing of this agreement. All future payments made after the initial signing of this agreement are nonrefundable.

Signature:

Date

SUBMIT