

**WAIVER AND RELEASE OF LIABILITY
SP8S FITNESS, LLC**

DEFINITIONS: The term "PHYSICAL TRAINING" includes but is not limited to personal training, fitness classes, group, team or individual competitions, fitness assessments, use of facilities, observation of athletic activities, competitions, strength conditioning, metabolic conditioning, plyometrics, interval training, bodyweight conditioning, climbing, stretching, outdoor training/activities, provided by SP8S Fitness, LLC. The term "INJURY" shall refer to all forms of physical, mental, and emotional injury in any way related to athletic activity and transportation activities, including but not limited to death, fractures, sprains, and strains, lacerations, dislocations, exercise included rhabdomyolysis, heart failure, concussion, frostbite, hypothermia, heat illness, dehydration, trauma, anxiety, and fears.

EXPRESS ASSUMPTION OF RISK: I, the undersigned, am aware that significant risks are involved in all aspects of physical training, including, but not limited to, the physical training inherent to Personal Training and that my participation in any such physical training program carries with it the potential for death, injury, and/or property damage. The risks include but are not limited to those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including but not limited to participants, volunteers, spectators, coaches, and trainers, and lack of hydration. These risks are inherent to physical training and athletics and are also present for volunteers and spectators. As a result of this, I assume all the risks of participating, volunteering, or watching in any and/or all physical training. I realize that liability may arise from negligence or carelessness of the persons or entities being released from dangerous or defective equipment or property owned, maintained, or controlled by them or because of their possible liability without fault. **I assume total responsibility for harm, injury, or damage I cause to persons or property while training with SP8S FITNESS, LLC, AND HOLD SP8S FITNESS, LLC HARMLESS AND WITHOUT FAULT FOR SUCH HARM, INJURY, OR DAMAGE. (initials:)**

With a complete understanding of the potential risks, I, as a result of this, ASSUME THE RISKS OF PARTICIPATING IN ANY ACTIVITIES, WAY, METHOD OR MANNER OF PHYSICAL TRAINING SESSIONS, CLASSES, OR EVENTS. (initials:)

I certify I am physically fit and have been medically cleared by my physician and/or a qualified medical doctor to participate in physical training and have not been advised otherwise by any qualified medical personnel. I consent to receive emergency and/or general medical treatment which may be deemed necessary in the event of injury, accident, and/or illness during my participation in any training session, class, or event. If my health or physical abilities change and/or affect my ability to participate in any activities whatsoever, I agree to advise SP8S FITNESS, LLC immediately. **IF I FAIL TO NOTIFY SP8S FITNESS, LLC, IN WRITING, I, AS A RESULT OF THIS, HOLD SP8S FITNESS, LLC HARMLESS, WITHOUT FAULT, AND WAIVE AND RELEASE MY RIGHT TO ANY CLAIM WHATSOEVER AGAINST LEE SPEIGHTS AND SP8S FITNESS, LLC JOINT AND SEVERALLY. (initials:)**

I understand that this Accident Waiver and Release of Liability (AWRL) is being relied upon by the persons or entities being released so that I may participate in the sessions, classes, or events. Further, this AWRL will govern my actions and responsibilities at the sessions, classes, or events. In the event my actions in a session, class, or event are disrespectful, offensive, or simply unacceptable toward SP8S FITNESS, LLC trainers or fellow clients, **I understand that SP8S FITNESS, LLC reserves the right to discontinue my sessions/membership and require that I leave the property immediately. (initials:)**

I hereby appoint myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

I WAIVE, RELEASE, and DISCHARGE: Lee Speights, SP8S Fitness, LLC, their trainers, coaches, employees, volunteers, representatives, and agents from any and all liability, and any and all claims, rights, demands, or causes of action of whatsoever kind, for my injury, death, disability, damage, or property theft, which may hereafter occur my participation in any physical training sessions, classes, or events due to the negligence of SP8S FITNESS, LLC, its owners, trainers, coaches, employees, volunteers, representatives, and agents I agree not to bring a claim against entities or persons listed above for any claims or liabilities I have waived, released and discharged herein. **I agree to indemnify and hold harmless the same from loss, claim, expense, demand, or cause of action of any character herein as undersigned. (initials:)**

PHOTO/MEDIA: I understand that participants in any activities offered by SP8S FITNESS, LLC may be photographed, recorded, and/or videotaped during training for the purposes of promotion and education. I hereby consent to the use of all photographs, recordings, comments, and/or videos of myself that may be portrayed on the website of SP8S FITNESS, LLC, without the expectation of compensation or discount of services. **(initials:)**

This AWRL shall be construed broadly to provide a total and complete release and waiver to the fullest extent permissible in equity and law. In the event any part of this AWRL is deemed invalid, I agree that the remainder of the ARWL shall remain in full legal force and effect.

I have read and understood the preceding assumption of risk and release of liability. I understand by signing this agreement, I am obligated to indemnify and hold harmless the parties herein identified by name, title or position and released them from any loss, claim, expense, demand, or cause of action of any kind or character. I understand that by signing this form I am waiving all legal rights to bring a claim or cause of action against SP8S FITNESS, LLC, or its employees at any time. (initials:)

This AWRL contains the entire agreement between the parties hereto. This AWRL is executed without reliance upon any representation by any person and the undersigned has carefully read and understands the contents of this AWRL and signs the same on his/her own volition.

Signature of participant: _____ **Date:** _____

Printed name of participant: _____
(IF the participant is UNDER the age of 18)

Signature of Parent/Guardian: _____ **Printed Name:** _____ **Date:** _____