

## WAIVER AND RELEASE FROM LIABILITY FOR PERSONAL TRAINING

I, \_\_\_\_\_ Hereby waive and release, hold harmless and forever discharge MJ Fit, LLC and all the associated agents, employees and affiliates of and from all claims, demands, causes of action, damages and liabilities of every kind and nature, arising from or in any way related to my participation in any of the events, activities and or sessions conducted by MJ Fit, LLC an anyone working for, with, or under said company's supervision. I further release any location, organization, corporation, fitness center or other owner, tenant or facility of any physical location within which events, activities, or sessions take place, provided that this waiver of liability does not apply to any gross negligence or intentional or willful misconduct.

I understand that the activities in which I will participate are inherently dangerous and can cause serious injury including bodily injury, damage to personal property and/or death. I waive all claims of injury to my body and or property and death that I may have against the aforementioned persons or companies pertaining to such activity, including claims in tort, contract, equity, or otherwise.

I acknowledge, agree and represent that I understand the nature of the training and its activities and that I am qualified, in good health, and in proper physical condition to participate in the related activities. I further agree and warrant that if at any time I have questions or feel unsafe, I will immediately discontinue further participation in the activities.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM. THE NUMBER OF ARBITRATORS SHALL BE ONE. THE PLACE OF ARBITRATION SHALL BE CENTENNIAL, COLORADO. COLORADO LAW SHALL APPLY. JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

My signature is proof of my intention to execute a complete and unconditional waiver and release of all liability to the fullest extent of the law. I am at least 18 years old and am mentally competent to enter into this agreement. (If I am not at least 18 years old, my parent or guardians signature certifies my intention.)

\_\_\_\_\_,  
Date

\_\_\_\_\_,  
Printed Name

\_\_\_\_\_.  
Participant Signature

\_\_\_\_\_.  
Parent/Guardian Signature