

## **F45 Health & Fitness Liability Waiver / Informed Consent Form**

This F45 Health & Fitness Liability Waiver/Informed Consent Form (“Release and Waiver”) is by and between KB Health & Fitness, LLC doing business as “F45 Training Manayunk” (“F45 Training Manayunk”) and the undersigned individual.

I, the participant named below, in exchange for being allowed to use the F45 Training Manayunk facility (the “Facility”) and/or participate in the F45 workouts, exercise and training programs (collectively, the “**Workouts**”) hereby acknowledge and agree and represent as follows:

The Workouts:

- are a recreational sport activity that;
- may involve strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, and other various fitness activities. I understand that my participation in the workouts is inherently dangerous, and may involve substantial risk of injury, property damage and/or death. This risk of injury includes, but is not limited to, bruises, cuts, scrapes, broken bones, muscle pain, heart attack, stroke, and other serious physical injuries.
- **I KNOWINGLY AND FREELY ASSUME ALL RISK OF INJURY AND/OR PROPERTY DAMAGE ARISING FROM MY USE OF THE F45 TRAINING MANAYUNK FACILITY AND/OR PARTICIPATION IN THE WORKOUTS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE COMPANIES OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR MY USE OF THE FACILITY AND/OR PARTICIPATION IN THE ACTIVITIES.**

I hereby affirm, and I affirm each time I participate in a Workout, that:

- I am in good physical condition and do not suffer from any known disability or condition which would prevent or limit my participation in this exercise program, and that;
- I am participating in the Workouts voluntarily and at my own risk. I understand that an examination by a physician should be obtained prior to my participation in the Workouts. If I have chosen not to obtain a physicians consent prior to participating in the Workouts, I acknowledge that I am doing so at my own risk. If I have any questions or concerns about whether my usage of the Facility and or participation in the Workouts are appropriate considering my current health status, I understand that it is my responsibility to ask my doctor before I participate.

**I HEREBY RELEASE F45 TRAINING PTY LTD, F45 TRAINING MANAYUNK, AND THEIR RESPECTIVE OWNERS, OFFICERS, AGENTS, AND EMPLOYEES (THE “RELEASED PARTIES”) FROM ANY CLAIMS, DEMANDS, AND CAUSES OF ACTION WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY ARISING DUE TO MY USE OF**

**THE FACILITY AND/OR MY VOLUNTARY PARTICIPATION IN THE WORKOUTS (WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE), TO THE EXTENT PERMITTED BY LAW.**

I fully understand that I may injure myself as a result of my participation in the workouts and I hereby release the Released Parties from any liability now or in the future for conditions that I may obtain directly or indirectly from participating in the Workouts, to the fullest extent permitted by law. These conditions may include, but are not limited to, heart attacks, muscle strains muscle pulls, muscle tears, broken bones, skin splints, heat prostration, injuries to knees, injuries to back, injuries to foot, or any other illness or soreness that I may incur, including death.

**I HAVE NEITHER REQUESTED NOR RECEIVED ANY EXPRESS REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE FACILITY OR MY PARTICIPATION IN THE ACTIVITIES, AND F45 TRAINING MANAYAUNK HAS NOT MADE AND DOES NOT MAKE ANY ACTUAL OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING SUCH MATTERS.**

I agree to defend, indemnify and hold harmless the Released Parties against any and all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising out of or in any way resulting from (directly or indirectly) my use of the Facility and/or my participation in the Workouts.

This Release and Waiver shall also bind my heirs, executors, administrators, distributes, guardians, and next of kin.

This Release and Waiver shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to conflict of law principles.

If any term or provision of this Release and Waiver is held to be illegal, invalid, or unenforceable, or the application thereof to any person or circumstances shall to any extent be illegal, invalid or unenforceable under present or future law, then it is the express intention of the parties that the remainder of this release and waiver, or the application of such terms, clauses or provision other than to those as to which if is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause, or provision of this release and waiver, and the application thereof, shall be legal, valid, and enforceable to the fullest extent permitted by law.

This Release and Waiver together with the F45 Training Manayunk Membership agreement, constitutes the entire agreement of the parties with respect to the subject matter of this release and waiver and supersedes all prior agreements, understandings, negotiations, statements, promises and discussions, oral and written, between the parties hereto with respect to the subject matter of this release and waiver. I understand and acknowledge that my execution of this release and waiver is a material inducement to F45 Training Manayunk allowing me to use the Facility and participate in the Workouts.

The provisions of this Release and Waiver will continue in full force and effect even after the termination of my right to use the Facility or participate in the Workouts.

**I HEREBY AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENTS.**

\_\_\_\_\_ (Participant Signature)

\_\_\_\_\_ (Name of Participant)

\_\_\_\_\_ (Date)