



**WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT  
FOR FITNESS-PERSONAL TRAINING SERVICES**

In consideration for Misfit Strength & Conditioning allowing my and/or my minor's use of the Misfit Strength & Conditioning's Facility, its training programs, activities and other services (collectively "Facility"), I, the undersigned, fully understand and agree to assume the sole risk of such use. Accordingly, I, on behalf of myself, spouse, heirs, estate and assigns, expressly agree to release and hold harmless Misfit Strength & Conditioning and any of its present, former or future subsidiaries, divisions and affiliates, and its and their respective directors, officers, employees, contractors, agents, heirs, legal successors and assigns (collectively "Released Parties") from and against any and all claims, suits, demands, losses, damages, expenses or liability arising under any cause, or claimed under any theory of law, that may arise from any property damage or loss, injury, illness, or death, including that which may result to me and/or my minor, during or arising in any way from my and/or minor's use of the Facility, including, but not limited to, any such claims arising from the negligence (whether active or passive, sole or concurrent) of any of the Released Parties.

I understand and agree that it is my responsibility to assess the hazards presented by use of the Facility and further agree that I am the ultimate judge as to whether I and /or my minor can use the Facility without risk or injury to ourselves.

If a medical clearance must be obtained prior to my and/or my minor's use of the Facility, I agree to consult a physician and obtain written permission prior to use of the Facility.

I agree that I am responsible for monitoring my and my minor's condition during use of the Facility, and if any symptoms occur, my minor or I will cease such use and seek assistance immediately.

By signing this Release and Waiver of Liability, I affirm that I have read this form in its entirety, that I understand its content and that I am signing it voluntarily. I also affirm that my questions regarding the Facility have been answered to my satisfaction.

\_\_\_\_\_  
Printed Full Name, if over age 18 (First, Middle, Last)

\_\_\_\_\_  
Signature, if over age 18

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address



COMPLETE FOR MINOR DEPENDENTS ONLY:

Indemnification for Minor: The undersigned parent or guardian further agrees to indemnify, save and hold harmless the Released Parties from and against any and all claims, suits, demands, losses, damages, expenses or liability arising under any cause, or claimed under any theory of law, that may arise from any property damage or loss, injury, illness or death that may be brought, alleged or incurred claims arising from the negligence (whether active or passive, sole or concurrent) of any of the Released Parties.

\_\_\_\_\_  
Printed Full Name of Minor (First, Middle, Last)

\_\_\_\_\_  
Signature of Minor's Parent or Guardian  
(required if under age 18)

\_\_\_\_\_  
Date

By accepting, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By accepting, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.