

CITYWESTPLACE
FITNESS CENTER

2021

INFORMED CONSENT FORM and WAIVER of LIABILITY

I acknowledge that I have voluntarily elected to use the Fitness Center. I understand that during my use of the Fitness Center, I may become injured, become ill or suffer accidental death. I represent that I am in good health, and have no disability, impairment, injury, disease or ailment preventing me from engaging in active or passive exercise or which would cause increase risk or injury or adverse health consequences as a result of exercise.

If necessary based on my health condition, I have consulted my physician prior to participating in this activity. I understand and agree that I am solely responsible for abiding by my physician's recommendations regarding my health condition.

I hereby grant **CityWestPlace Fitness Center** permission to take whatever action may be deemed necessary in the event of an emergency occurring while I am in the Fitness Center or as a result of my use of the Fitness Center, including but not limited to calling emergency personnel for assistance.

I agree that I will not use any equipment unless I am familiar with its safe and proper use. I agree to inspect each piece of equipment prior to use and not use equipment that does not function properly or appears damaged in any way. I agree to notify the Fitness Center staff of any damaged equipment. I agree to comply with all rules imposed by the Fitness Center and its employees. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and agree that the Fitness Center is not responsible for any personal property that is lost or stolen or damaged while I am in the Fitness Center.

In consideration of my use of the Fitness Center, I, the undersigned participant, voluntarily and with full knowledge of the risks involved, for myself, my executors, administrators, heirs, next of kin, successors and assigns hereby waive and release **CityWestPlace Fitness Center** including all subsidiaries and affiliates, and their employees and agents from any and all claims, potential claims, damages, court costs or attorney's fees that may arise in whole or in part, directly or indirectly, from my participation in or as a result of my use of the Fitness Center.

I further indemnify and hold harmless **CityWestPlace Fitness Center** including all subsidiaries and affiliates, their employees and agents from any such claim that I or my executors, administrators, heirs, next of kin, successors or assigns may have or assert for damages, court costs or attorney's fees with respect hereto.

I have read the foregoing and I fully understand it and agree to these provisions.

NAME (Print): _____ **PHONE: (H)** _____ **(W)** _____

ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

EMAIL ADDRESS: _____ **DATE OF BIRTH:** _____

EMERGENCY CONTACT: (NAME/PHONE/RELATIONSHIP): _____

SIGNATURE: _____ **DATE:** _____