



652 Granger Road Barre, VT 05641
(802) 223-6161

WAIVER

In consideration of my usage of FIRST IN FITNESS, and or participation in its activities, I agree that if I engage in any physical exercise or activity or use of any club facility on the premises, I do such activities AT MY OWN RISK. This includes, without limitation, my use of the locker room, pool, whirlpool, sauna, parking areas, sidewalks, any equipment within the health club and my participation in any activity, class, program or instruction, whether on or off club premises. I agree that I am voluntarily participating in these activities and using these facilities and premises and assume all risk of injury, illness, death, damage or loss to me or my property that may result, including without limitation, any loss or theft of personal property.

I agree on behalf of myself (and my personal representatives, heirs, executors, administrators, agents and assigns) to release and discharge FIRST IN FITNESS, (and its affiliates, employees, agents, officers, directors, representatives, successors and assigns) from any and all claims and or causes of action (known or unknown) arising out of its negligence. I further agree to indemnify and hold harmless FIRST IN FITNESS. (and its affiliates, employees, agents, officers, directors, representatives, successors and assigns) for any and all claims arising out of my presence at and/or participation in FIRST IN FITNESS. premises or activities. This WAIVER AND RELEASE OF LIABILITY includes, without limitation, injuries which may occur as a result of:

- a) my use of any exercise equipment or facilities which may malfunction or break;
- b) improper maintenance of any exercise equipment or facilities;
- c) negligent instruction or supervision; or
- d) my slipping and falling while in the health club or on the premises or participating in club related activities off the premises.

I understand that this WAIVER AND RELEASE is intended to be as broad and inclusive as permitted by the laws of the State of Vermont and agree that if any portion is held invalid, the remainder of the WAIVER AND RELEASE will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the State of Vermont, and shall be governed by the laws of the State of Vermont.

I ACKNOWLEDGE THAT I CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I AM WAIVING ANY RIGHT THAT I MAY HAVE TO BRING A LEGAL ACTION TO ASSERT A CLAIM AGAINST FIRST IN FITNESS FOR ANY CAUSE.

NAME: _____ HOME PHONE: _____

EMAIL ADDRESS: _____

MAILING ADDRESS: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

DATE OF BIRTH: _____ COMPANY NAME (IF APPLICABLE): _____

PARENT/GUARDIAN SIGNATURE (IF UNDER 18): _____

NOTICE TO CUSTOMER

You are entitled to a copy of this agreement at the time you sign it. Keep it to protect your legal rights. Do not sign this agreement if blank. I will comply with the rules and regulations of First In Fitness.