



Assumption of Risk and General Liability Release

I acknowledge that by signing this document, i freely accept and voluntarily assume all risk of personal injury or property damage and i am releasing Colin Damon Body Stylist and its agents and employees from liability. This release is a contract with legal consequences. I have been advised to read it carefully before signing.

I acknowledge that a physical fitness training program in its various forms has possible risks of injury and fully realize the danger associated with working out at a gym and I hereby waive, release, discharge, hold harmless, and promise to indemnify and not to sue fit or its employees.

I fully assume the risks associated with such participation including, by way of example, and not limitation, the following: the dangers of soreness and muscle tear, coronary risk factors and any aspects of my health history that might increase my risk of injury or death, equipment failure and conditions on or about the premises and facilities, the releasees' own negligence, and the possibility of serious physical and/or mental trauma or injury associated with lifting weights, dieting, and exercising; I am accepting myself the full responsibility for any and all such damage or injury of any kind which may result.

I further recognize that no representations or guarantees are being made to me by Colin Damon Body Stylist as to my own proficiencies, goal attainment or my abilities to engage in similar activities without suffering injury in the future. The terms hereof shall bind my heirs, executors, administrators, legal representatives, and assigns, and shall serve as an assumption of risk and general release for my training at fit Colin Damon Body Stylist and the rest of the fit staff. The terms are binding and are not mere recitals, and that should i or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence.

This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification. Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

WITNESS my hand this _____ day of _____ 20_____

Print name: _____

Signature: _____