

AGREEMENT AND RELEASE OF LIABILITY

1. In consideration of being allowed to participate in the activities and programs of McCurdy Health & Wellness and to use its facilities, equipment and machinery, in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge McCurdy Health & Wellness and its directors, officers, agents, employees, representatives, successors and assigns, administrators, executors, and all others from any and all responsibility or liability from injuries or damages resulting from my participation in any activities or my use of facilities, equipment or machinery in the above mentioned activities. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the ordinary negligence of the program or any of its agents due to any such ordinary negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of McCurdy Health & Wellness or the use of any facilities/equipment or machinery at McCurdy Health & Wellness. I acknowledge and understand that this release is given in advance of any injury or damage to me and that it includes injury or damage to me caused by the ordinary negligence of those released hereby but not from any claims related to gross negligence or willful/wanton/criminal/intentional conduct or acts of those who are otherwise released hereby.

IF YOU UNDERSTAND AND AGREE, PLEASE INITIAL _____.

2. I understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also understand that fitness activities involve the risk of injury and even death, and that I am voluntarily participating in these activities and using facilities, equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

IF YOU UNDERSTAND AND AGREE, PLEASE INITIAL _____.

3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation or use of equipment or machinery except as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and use of exercise and training equipment so that I might have his recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been give my physicians permission to participate, or that I have decided to participate in activity and use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.

IF YOU UNDERSTAND AND AGREE, PLEASE INITIAL _____.

This agreement shall be binding upon the undersigned, his/her heirs, executors, administrators and assigns.

Date: _____ Signature (PARENT): _____
Printed Name (PARENT): _____

Date: _____ Signature (MINOR): _____
Printed Name (MINOR): _____