

WAIVER AND RELEASE

Thank you for choosing to use Coffee Street Fitness. We request your understanding and cooperation in maintaining both your safety and health by reading and signing the following WAIVER AND RELEASE.

I, _____, declare that I intend to use some or all of the activities,
(Print Name)

facilities, programs and services offered at or by Coffee Street Fitness. In consideration of being allowed such use, I, on behalf of myself, my heirs, personal representatives, or other representative, do hereby waive, release, and forever discharge Eternal Fitness, LLC, its employees, agents, representatives and all others acting on the Eternal Fitness' behalf ("Owner") from any and all claims or cause of action (known or unknown) which I may have for any and all injury, illness, damage or loss, including death, that may occur to me or my property as a result of my participation in any aspect of the activities, facilities, programs and services offered by or at Coffee Street Fitness, including, but not limited to, my use of equipment or machinery in connection with the activities, facilities, programs and services offered at or by Coffee Street Fitness, whether caused by the negligence of Owner or others.

I understand that each person has a different capacity for participating in such activities, facilities, programs, and services. I am aware that all activities, services, and/or programs offered are educational, recreational, or self-directed. I agree that my participation in any and all activities, facilities, programs and services provided by or at Coffee Street Fitness is strictly voluntary. I further agree that my participation in any and all activities, facilities, programs and services provided at or by Coffee Street Fitness is at my own risk and I assume full responsibility for my choices to use and/or apply the information or instructions I receive and I assume any and all risk of injury, illness, damage or loss that might result. I also agree to assume all risk of damage, loss or theft to or any of my personal property.

I understand that part of the risk involved in undertaking any exercise activity or program is related to my own state of fitness or health, and to the awareness, care, and skill with which I conduct myself in that activity or program. I acknowledge that my choice to participate in any activity, service, or program brings with it my assumption of those risks or results stemming from my choices and the fitness, health, awareness, care, and skill that I possess and use. If any risk factors related to engaging in physical exercise pertain to me, I agree that I have received clearance from my physician to engage in physical activities of the sort or type ordinarily occurring at Coffee Street Fitness. I further agree that I will comply with any recommendations or restrictions my doctor may have made pertaining to my participation in a medically unsupervised exercise program.

I further understand that the activities, programs, and services offered by Coffee Street Fitness are sometimes conducted by personnel who may not be licensed, certified, or registered instructors or professionals. I understand and accept the fact that the skills and competencies of some employees and/or volunteers will vary according to their training and experience and that no claim is made to offer assessment or treatment of any mental or physical disease or condition by those who are not duly licensed certified, or registered and herein employed to provide such professional services. I understand that I may ask questions or request further explanation or information about the activities, facilities, programs, and services offered by Coffee Street Fitness at any time before, during, or after my participation. The terms of this WAIVER AND RELEASE may only be modified in writing. By signing this WAIVER AND RELEASE, I acknowledge that I have read and understood its contents, and agree to be bound by the terms thereof in its entirety.

Print Name: _____

Signature: _____ Date: ____ / ____ / ____