

**ACKNOWLEDGEMENT AND ASSUMPTION OF RISK and
WAIVER AND INDEMNITY AGREEMENT**

In consideration of the services of Fitness, Instruction and Training, Inc., d/b/a DownTown Fitness on Elm, its respective owners, officers, directors, employees, affiliates, agents, independent contractors, instructors, trainers, personnel, or any other person or entities associated with it ("DownTown Fitness"), and being allowed to participate in the programs and activities of and use the facilities, equipment, and machinery of DownTown Fitness, I hereby agree as follows:

I understand that by participating, in any capacity, directly or indirectly, supervised or unsupervised, in the programs and activities of DownTown Fitness, including, but not limited to, a program that involves strength, flexibility, conditioning, rehabilitation, strenuous exertions, and aerobic exercise, the use of free weights, weight machines, exercise machines, stairmasters, bicycles or exercise cycles, in-line roller skating, punching bags, whirlpools and other similar equipment and machines, as well as exercise or training programs that do not involve the use of equipment or machines, that I will be engaging in activities that involve risks. These risks include, but are not limited to: improper or malfunctioning equipment; slipping or falling; elevating the heart rate; the misjudgment of my instructor or trainer; and other hazards. These risks can cause or lead to muscular strain or spasm, joint or back injuries, other serious injuries, temporary or permanent disability, death, property damage or loss. Further, I understand that there may be other risks not known to me or others or not reasonably foreseeable at this time. I ACKNOWLEDGE THE RISKS OF PARTICIPATING IN THE PROGRAMS OF AND BEING ON THE PREMISES OF DOWNTOWN FITNESS AND AGREE TO ASSUME ALL OF THE RISKS, BOTH INHERENT AND OTHERWISE, OF MY PARTICIPATION.

I RELEASE DOWNTOWN FITNESS FROM, AND AGREE NOT TO SUE DOWNTOWN FITNESS FOR, ANY LIABILITY, CLAIMS, OR EXPENSES IN ANY WAY ASSOCIATED WITH MY (OR MY CHILD'S) PARTICIPATION IN THE PROGRAMS OR ACTIVITIES OF DOWNTOWN FITNESS OR THE USE OF THE EQUIPMENT OR FACILITIES OF DOWNTOWN FITNESS. Neither I, nor anyone acting on my behalf, will make a claim against DownTown Fitness as a result of any loss, injury, damage, or death suffered by me (or my child). THIS RELEASE INCLUDES ANY LOSSES CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE CONDITION OF THE PREMISES OR EQUIPMENT OF DOWNTOWN FITNESS OR BY THE NEGLIGENCE OF DOWNTOWN FITNESS TO THE FULLEST EXTENT ALLOWED BY LAW AND INCLUDES CLAIMS FOR NEGLIGENCE, PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, BREACH OF CONTRACT, OR ANY OTHER TYPE OF SUIT.

I agree that the substantive law of North Carolina governs this agreement and any dispute or suit I have with DownTown Fitness (regardless of the "conflict of law" rules). Any mediation, suit, or other proceeding must be filed or entered into only in North Carolina. I, or my successors, shall be liable for the expenses (including attorneys' fees and costs) incurred by DownTown Fitness in defending a lawsuit, claim, or other action arising from this agreement. Any portion of this agreement deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions, which shall continue in full force and effect.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS AGREEMENT. I UNDERSTAND THAT I AM SURRENDERING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO PURSUE ANY CLAIM AGAINST DOWNTOWN FITNESS FOR ITS NEGLIGENCE. I AGREE THAT THIS FORM SHALL BE BINDING ON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES, AND ESTATE.

Signature of Participant: _____

Print Name of Participant: _____ Date: _____

If Participant is under the age of 18, the parent or legal guardian of the Participant must execute below:

I hereby represent that I am the parent and/or the legal guardian of the Participant and, acting in such capacity, I hereby give my permission for my child or ward to participate in the programs and activities of DownTown Fitness and further agree to defend and indemnify DownTown Fitness with respect to any and all claims brought by or on behalf of me, my child, a family member, or any other person for any claims related to: 1) the use of DownTown Fitness equipment or facilities; or 2) the negligence of DownTown Fitness.

Print Name of Parent or Legal Guardian: _____ Relationship to Participant: _____

Signature of Parent or Legal Guardian: _____ Date: _____

ACKNOWLEDGEMENT

I acknowledge that I have been informed of the need for a physician's approval for my participation in exercise and physical activities and in the use of exercise equipment and machinery. I hereby represent to Fitness, Instruction and Training, Inc., d/b/a Downtown Fitness on Elm ("Downtown Fitness") that I am physically sound and that I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in the activities and programs of Downtown Fitness, or would interfere with my ability to participate in such activities and programs. I hereby consent to medical treatment in the event of injury or illness while participating in the activities and programs of Downtown Fitness and agree to reimburse Downtown Fitness for any and all costs incurred by Downtown Fitness for such services provided on my behalf. In the event I experience any chest pain, radiating pain, numbness, dizziness, extreme fatigue, other discomfort or pain of any kind, or any other such threatening symptoms during or immediately after my participation in any activity or program of Downtown Fitness, I will immediately inform the nearest supervising instructor or trainer. I understand that I may stop or limit my participation in any activity, program or procedure of Downtown Fitness and that I may be requested by a supervising instructor or trainer who observes any symptoms of distress or abnormal response to reduce my level of participation or to stop and rest. I am not, nor will I ever be while participating in the activities and programs of Downtown Fitness, under the influence of alcohol or any other drug.

I understand and agree that it is my sole responsibility to be familiar with the proper techniques in operating the equipment and machinery of Downtown Fitness. I accept responsibility and assume full liability for the selection, condition and adequacy of any equipment that I provide.

I accept the fact that the skills and competencies of Downtown Fitness trainers 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 or certified to provide such professional services.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT. I AGREE THAT THIS FORM SHALL BE BINDING ON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES, AND ESTATE.

Signature of Participant: _____

Print Name of Participant: _____ Date: _____

If Participant is under the age of 18, the parent or legal guardian of the participant must execute below:

I hereby represent that I am the parent and/or the legal guardian of the Participant and, acting in such capacity, I hereby give my permission for my child or ward to participate in the programs and activities of Downtown Fitness and further acknowledge and/or represent the foregoing on behalf of my child or ward.

Print Name of Parent or Legal Guardian: _____ Relationship to Participant: _____

Signature of Parent or Legal Guardian: _____ Date: _____

EMERGENCY CONTACT INFORMATION

PLEASE CONTACT THE FOLLOWING PERSONS IN CASE OF INJURY OR ANY OTHER EMERGENCY:

Name: _____

Daytime Phone #: _____

Other Phone #: _____

Name: _____

Daytime Phone #: _____

Other Phone #: _____