

**RELEASE, HOLD HARMLESS, INDEMNIFICATION
AND WAIVER OF LIABILITY AGREEMENT**

THIS RELEASE, HOLD HARMLESS, INDEMNIFICATION, AND WAIVER OF LIABILITY AGREEMENT (“Release”) is executed on this _____ day of _____ 2016, by _____ (“**Member**”) in favor of **CENTER FOR HEALTH & SPORTS MEDICINE, LLC**, a Florida limited liability company (“**Center**”) and its insurers, Members, managers, officers, board members, contractors, employees, agents, and their successors and assigns (collectively the “**Releasees**”).

IN CONSIDERATION OF THE MEMBER’S USE OF THE EXERCISE EQUIPMENT AND FACILITIES of the Wellness Center located at 201 Village Oaks Drive, Fruit Cove, Florida 32259 (the “**Facilities**”), the undersigned Member does hereby freely, willfully, and without duress execute this Release and Waiver of Liability under the following terms:

- 1. WAIVER, RELEASE AND HOLD HARMLESS.** Member does hereby release, forever discharge and hold harmless the Releasees from any and all liability, claims, demands, rights of action, or causes of action of any kind of nature, whether known or unknown, anticipated or unanticipated, either in law or equity, which arise or may hereafter arise from or are connected with Member’s use of the exercise equipment or Facilities **REGARDLESS OF WHETHER CAUSED OR PARTIALLY CAUSED BY THE NEGLIGENCE, ACTION OR INACTION OF RELEASEES, MEMBER OR OTHERWISE.** Member further understands that the Releasees assume no responsibility for and are not obligated in any way to provide financial assistance or other assistance in the event of injury, illness, death, or property damage to the undersigned Member or to any other person or entity. Member agrees to hold harmless and indemnify the Releasees from any claim, lawsuit, or litigation arising from or related in any way to Member’s activities with Center, Member’s use of the exercise equipment and/or Member’s use of the Facilities.

- 2. MEDICAL TREATMENT.** In addition, Member does hereby further release and forever discharge the Releasees from any claim whatsoever that arises or may hereafter arise on account of any medical treatment or other service rendered in connection with, or made necessary by, Member’s activities with Center, Member’s use of the exercise equipment and/or Member’s use of the Facilities.

- 3. ASSUMPTION OF RISK.** Member understands and acknowledges that the use of exercise equipment involves risk of serious injury, including permanent disability and death. Member recognizes and understands that the activities with Center and the Facilities may include inherently hazardous activities. Member hereby expressly and specifically assumes the risk of injury or harm in these situations and releases and discharges the Releasees from and waives any and all claims for any injury, illness, death, or property damage resulting from Member's activities with Center, Member's use of the exercise equipment and/or Member's use of the Facilities.
- 4. INSURANCE.** Member understands that Center does not assume any responsibility for or obligation to provide Member with, medical, health, or disability benefits or insurance. All Members are expected and encouraged to have their own health insurance plans in effect.
- 5. COMPLIANCE WITH RULES.** Member agrees to comply with all rules imposed by Center regarding the use of the Facilities and the exercise equipment. Member agrees to conduct himself/herself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.
- 6. SUPERVISION.** Member agrees to be solely responsible for Member's safety and well being. Member understands that Center does not provide continuous supervision, instruction, or assistance for the use of the Facilities and exercise equipment contained therein.
- 7. PROPERTY DAMAGE.** Member understands and agrees that Center is not responsible for Member's property that is lost, stolen, or damaged while in, on, or about the premises of Center or the Facilities.
- 8. MISCELLANEOUS.** Member expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and exclusive jurisdiction shall be in St. Johns County, Florida. Member agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions hereof which shall continue to be enforceable.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE HAD FULL OPPORTUNITY TO THOROUGHLY READ THIS DOCUMENT IN ITS ENTIRETY AND ASK ANY QUESTIONS ABOUT ITS CONTENT. I ALSO ACKNOWLEDGE THAT

ANY QUESTIONS I HAVE ASKED HAVE BEEN ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM WAIVING CERTAIN RIGHTS I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST CENTER. I ALSO EXPRESS MY UNDERSTANDING AND INTENT TO ENTER INTO THIS RELEASE AND WAIVER OF LIABILITY WILLINGLY AND VOLUNTARILY.

Signature of Member

Date