

# ATHLETE WAIVER

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

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**Express assumption of risk:** I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. These risks include, but are not limited to: falls which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or other people around me, injury or death due to improper use or failure of equipment, etc. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s).

**Initial here:**

I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at Revel Strength and Fitness. I, the undersigned 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. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in the exercise activities, programs, and use of exercise.

**Initial here:**

**Release:** In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities available at Revel Strength and Fitness, I, the undersigned hereby release Revel Strength and Fitness, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties.

**Initial here:**

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

**Initial here:**

**Indemnification:** In consideration of the above mentioned risks and hazards and of the fact that I am knowingly, willingly and voluntarily participating in the activities available at Revel Strength and Fitness and as part payment for the services provided by Revel Strength and Fitness, I hereby release, hold harmless and indemnify Merlo Fitness LLC, dba Revel Strength and Fitness, its owners, members, customers, participants, managers, agents, employees, contractors, volunteers and or anyone acting on their direction or behalf (the "released parties") from any and all liability, claims demands, actions, or causes of action that may directly or indirectly relate to or otherwise arise out of my participation in any Revel Strength and Fitness activity or class activity or training program recommended by Revel Strength and Fitness or from working with Revel Strength and Fitness trainers. I further agree to indemnify and hold harmless the released parties from liability for the injury or death of any person(s), including myself and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by or at Revel Strength and Fitness.

**Initial here:**

**Photography/Video Release:** Participants involved in any activities offered by Revel Strength and Fitness may be photographed or videotaped during training or while at Revel Strength and Fitness. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the Revel Strength and Fitness website or in any editorial, promotional or advertising material produced and/or published by Revel Strength and Fitness.

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.

I agree to these terms.

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**Sign your name below:**

Please read the [Electronic Records and Signature Disclosure](#)

I agree to use electronic records and signatures