

ATHLETE WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

I hereby request permission from Sixth Street Fitness to use the gym, gym facilities and gym equipment at Sixth Street Fitness (collectively, the "Gym"). In consideration of the grant of permission of Sixth Street Fitness for me to use the Gym, I acknowledge, agree and represent as follows (please initial each paragraph only after you understand and agree with the provision):

Initial here:

1) I am in good health and have no disability, impairment, medical condition, illness or health related issue which may prevent me from engaging in exercise or using the Gym or which poses a health risk to other users of the Gym. I assume full responsibility for my medical condition as it relates to engaging in exercise and using the Gym. I have consulted with a physician and have not been instructed by such physician to refrain from using the Gym or not to participate in any activities of the type available in the Gym.

Initial here:

2) I understand that my presence in the Gym and my use of the Gym involves risk. I hereby knowingly and freely assume all risk and responsibility for any and all damage to property or bodily and/or personal injury, including death, in connection with my use of the Gym.

Initial here:

3) I hereby release, discharge and covenant not to sue (and relinquish my rights to sue) Sixth Street Fitness, its owners, agents, and employees from and with respect to any and all liability, claims, demands, actions, suits, rights and/or causes of action whether caused by the negligence of Sixth Street Fitness, myself, or otherwise, that may arise from my use of the Gym. This release of liability includes, but is not limited to, injuries which may occur as a result of (a) my use of any facility or its improper maintenance, (b) my use of any exercise equipment which may malfunction or break, (c) the Gym's improper maintenance of any exercise equipment, (d) the Gym's negligent instruction or supervision, (e) the Gym's negligent hiring or negligent retention of any employee, (f) loss of consortium, (g) my slipping and falling while in any club or on the surrounding premises or (h) first aid, emergency treatment or any other services which are negligently rendered or failed to be rendered by released parties, emergency personnel or Good Samaritans, or the Gym's negligently preventing a Good Samaritan from rendering first aid.

I agree to indemnify and hold harmless Sixth Street Fitness and any Sixth Street Fitness Party from and against any loss, damage, claim, suit, liability, demand, cost and/or expense, including attorney's fees, court costs and disbursements, arising out of my use of the Gym and/or my breach of this Gym Release and Waiver. This Gym Release and Waiver shall also bind my assigns, heirs, executors, administrators, distributees, guardians and next of kin.

Initial here:

4) I have neither requested nor received any express representations or warranties as to the use of the Gym and Sixth Street Fitness has not made and does not make any actual or implied representations or warranties regarding the condition or appropriate use of the Gym.

[initial 5) I understand that Sixth Street Fitness may from time to time photograph, video record, or otherwise document workouts and activities in which I participate at Sixth Street Fitness facilities and/or events for use on websites and social media as well as for internal and business use.

This Gym Release and Waiver constitutes the entire agreement of the parties with respect to the subject matter of this Gym Release and Waiver and will continue in full force and effect even after the termination of the activities conducted by me at the Gym. This Gym Release and Waiver shall be governed by, construed and enforced in accordance with, the laws of the State of Texas. If any term, provision or application of this Gym Release and Waiver is held to be illegal, invalid or unenforceable, it is the express intention of the parties that the remainder of this Gym Release and Waiver shall be legal, valid and enforceable to the fullest extent permitted by law. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS GYM RELEASE AND WAIVER AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY. IN ADDITION, I DO HEREBY WAIVE ANY RIGHT THAT I MAY HAVE, BY OR ON BEHALF OF MYSELF, MY SPOUSE OR ANY CHILD (MINOR OR OTHERWISE) TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST SIXTH STREET FITNESS FOR ITS NEGLIGENCE OR ARISING OUT OF OR RELATING TO PARTICIPATION BY ME, MY SPOUSE OR CHILD IN ANY OF THE ACTIVITIES, OR USE OF THE EQUIPMENT, FACILITIES OR

SERVICES SIXTH STREET FITNESS PROVIDES AS DESCRIBED IN THIS PARAGRAPH, OR ON ACCOUNT OF ANY ILLNESS OR ACCIDENT OR DAMAGE TO OR LOSS OF MY PERSONAL PROPERTY. BY SIGNING THIS GYM RELEASE AND WAIVER, I ACKNOWLEDGE RECEIPT OF A FULLY COMPLETED COPY OF THIS CONTRACT, WHICH CONSISTS OF TWO (2) PAGES, EXECUTED BY BOTH ME AND A SIXTH STREET FITNESS REPRESENTATIVE.

Initial here:

☐ I agree to these terms.

Sign your name below:

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

☐ I agree to use electronic records and signatures