WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

WAIVER & RELEASE OF LIABILITY and INDEMNITY AGREEMENT

1. Because physical exercise can be strenuous and subject you to risk of injury, illness, or death, Elite Endurance recommends that you obtain a physical examination and medical clearance from a qualified doctor before using any exercise equipment or participating in any exercise activity at Elite Endurance. Each member or guest using Elite Endurance's facility, equipment and/or services, or is participating in Elite Endurance sanctioned activities, must agree to the terms contained herein and execute this Waiver & Release of Liability and Indemnity Agreement and assume any and all risks of injury, illness, sickness including but not limited to sickness from germ or virus, death, temporary and/or permanent disability, and property damage or theft that may occur as a result of your use of Elite Endurance's facility, equipment and/or services, or participation in Elite Endurance sanctioned activities. **By executing this Waiver and Release you hereby expressly and voluntarily agree to assume any and all risks and release and hold harmless Elite Endurance, its officers, affiliates, employees, agents, representatives, successors, assigns, and the owners and maintainers of Club, who (through negligence or carelessness) might otherwise be liable to you, your heirs or successors, for damages.**

Initial here:

2. Further, you hereby acknowledge, warrant and represent that your use of Elite Endurance's facility, equipment and/or services, or participation in Elite Endurance sanctioned activities is voluntary and understand the risks of engaging in physical activity. Knowing the risks and in consideration of you using Elite Endurance's facility, equipment and/or services, or participating in Elite Endurance sanctioned activities, **you hereby forever voluntarily release, discharge, waive and relinquish Elite Endurance its officers, affiliates, employees, agents, representatives, successors, assigns, and the owners and maintainers of Club from any and all claims or actions for damages and/or liability, such as those for personal injury, illness, sickness including but not limited, to sickness from germ or virus, permanent and/ or temporary disability, death, property damage or theft which you or your guest(s) may otherwise have, or which may hereafter accrue to you, as a result of: (a) your use of the facilities, equipment and/or services offered by the Club, (b) the malfunctioning of any equipment, (c) instruction or supervision by Elite Endurance, (d) personal injury related to the premises, including adjacent sidewalks and parking areas, (e) dietary food changes, dietary supplements, and nutritional advice, and/or (f) negligence or carelessness on the part of Elite Endurance, its officers, agents or employees, or the owners or maintainers the Club.**

[initial]

3. By executing this Waiver and Release Agreement you hereby voluntarily and expressly agree to indemnify and to hold harmless Elite Endurance, its officers, affiliates, employees, agents, representatives, successors, assigns, and the owners and maintainers of Club, for any loss, liability damage, cost or expense which may incur as a result of any injury or property damage you may sustain from your use of the facilities, equipment and/ or services offered by the Club.

4. Further, you hereby give permission and authorization to Elite Endurance for the unlimited use of my likeness and my association and/or membership with Elite Endurance, without restriction or remuneration, which is recorded by photograph, video, or other social media. Elite Endurance intends on using your likeness and association/membership for the sole purpose and financial benefit of Elite Endurance through company advertising, marketing, and all other lawful uses and purposes.

5. You also agree that any and all disputes with regard to this Waiver and Release of Liability shall be decided by binding Arbitration according to the laws of the State of Wisconsin and the American Arbitration Association Arbitration rules. If any part or provision of this waiver is found to be unenforceable, all other parts or provisions shall remain legally binding and enforceable, and severable from adjudicated non-enforceable parts and provisions.

Initial here:

ACKNOWLEDGES AND AGREES

I,

Initial here:

understand my release of liability, assumption of risk and agreement to indemnify, defend and hold harmless and I have been given the opportunity to review and ask questions related to this Waiver my use of the facilities, exercise equipment, as well as my participation in exercise programs or other services offered by the Club to its Members and or guests. I agree to comply with the Club's Membership policies, and the Rules and Regulations of the Club that may be communicated to me from time to time, whether in writing, electronically, through club signage or verbally. The Club may, in its sole discretion, modify any policy or club rule at any time and from time to time without advance notice and I further understand and agree to all rules and regulations of using the Club facility. The Club reserves the right to revoke and terminate this agreement if the Member willfully fails or refuses to abide by such rules and regulations.

☐ I agree to these terms.

How did you hear about us? *

If under 18, please enter the name of the parent and child here. *

Sign your name below:

Please read the Electronic Records and Signature Disclosure

☐ I agree to use electronic records and signatures