

FITNESS CENTER COMPREHENSIVE WAIVER AND GENERAL RELEASE

I, the undersigned, am executing this Comprehensive Waiver and General Release ("**Waiver and General Release**") in consideration of being allowed access to all or any part of the fitness center located at 6659 Post Rd., North Kingstown, RI 02852 (the "**Facility**") and operated by Crush Fitness Studios, LLC, a Rhode Island limited liability company ("**Crush**"). I acknowledge that engaging in any physical exercise or activity carries with it inherent risk of personal injury or even death and, to the extent that I engage in any physical exercise or activity at or use or access the Facility, **I DO SO AT MY OWN AND SOLE RISK**, and I assume all liability and responsibility in so doing. This includes, without limitation, my use of any locker room, bathroom, classroom, studio, exercise area, weight room, parking area, sidewalk or any equipment in the Facility and it also includes my participation in any activity, class, program or instruction located at the Facility or by the direction or instruction of any employees, owners, or agents of Crush. I agree that I am voluntarily participating in these activities and using the Facility and assume all risk of injury, death, illness, disease, damage or loss to me or to my property that may occur, including, without limitation, any loss, theft of or damage to any personal property.

I agree that prior to participating in any activity, including but not limited to any fitness activities, weightlifting, flexibility training, athletic and performance movements, as well as any and all activities performed within group exercise, I will inspect the area and all equipment to be used, and if, through my inspection, I determine that anything related to that activity is unsafe, I will immediately stop all activity, advise Crush of this unsafe condition and will not participate until I have verified this condition is corrected.

I, on behalf of myself (and my personal representatives, heirs, executors, administrators, agents and assigns), hereby release and forever discharge Crush and any affiliates, tenants, trustees, directors, officers, owners, members, employees, agents, representatives, managers, staff instructors and successors and assigns of any of the foregoing (each a "**Releasee**" and collectively, "**Releasees**") from any and all claims, causes of action (known or unknown), debt, controversy, damage or liability of any kind (collectively "**Losses**") arising (directly or indirectly) out of my participation in any activities at the Facility or arising (directly or indirectly) from or connected in any way to my use of or access to the Facility or any negligence, gross negligence, omissions or other fault on the part of Releasees. This general release of liability includes, without limitation, injuries or death which are alleged to have resulted from any negligence, gross negligence or other fault on the part of Releasees or which may occur as a result of or in connection with (a) my use and access to the Facility and my use of any exercise or fitness equipment or facilities, including but not limited to locker rooms, bathrooms, and showers; (b) any Releasee's alleged improper maintenance of or failure to maintain any exercise or fitness equipment or facilities, including but not limited to locker rooms, bathrooms, and showers (c) any alleged negligent instruction or supervision by any Releasee or by any other individual not associated with the Facility, or (d) my slipping, tripping or falling while in the Facility or on Crush's premises or at or about the Facility. I am waiving any right that I may have to bring a legal action to assert a claim against any Releasee's negligence or other fault. I agree to indemnify and hold harmless each Releasee from all Losses related to my use of the Facility or participation in any activities and for all reasonable attorneys' fees and costs incurred in enforcing this Waiver and General Release in the event that I (or anyone acting on my behalf) sue one or more of the Releasees. If I invite a guest or minor child to the Facility, I agree to indemnify and hold harmless each Releasee from all Losses related to such guest's or minor child's access to or use of the Facility or participation in any activities and for all reasonable attorneys' fees and costs incurred in enforcing this Waiver and General Release in the event that such guest or minor child (or anyone acting on their behalf) sue one or more of the Releasees.

Because physical exercise can be strenuous and cause physical injury or even death, I understand that I should obtain a physical examination from a doctor before participating in any activity at the Facility. By using the Facility, I represent and warrant to Crush that I am physically able to safely use the Facility and its equipment and take part in exercise activities, and I assume responsibility for my own health conditions. I expressly agree to release and discharge any trainer or instructor at the Facility from any and all claims and causes of action related to my use of the Facility or my participation in any classes or other activities.

I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as the onsite staff at the Facility may deem appropriate. This Waiver and General Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided.

I agree that any legal action or proceeding arising out of or in any way connected with this Waiver and General Release shall be instituted in a court (federal or state) located in Rhode Island, which shall be the exclusive jurisdiction and venue for litigation concerning this Waiver and General Release. This Waiver and General Release shall be governed by Rhode Island law. If any portion of this Waiver and General Release shall be deemed

unenforceable by a court of competent jurisdiction, then the remainder of this Waiver and General Release shall remain in full force and effect to the maximum extent permitted by law.

I acknowledge and represent that I have read this Waiver and General Release and that I am at least 18 years of age. I understand that this Waiver and General Release affects my legal rights and I represent that I have not relied upon any oral statements or representations of anyone to induce me to sign it. I acknowledge that I am signing this Waiver and General Release freely and voluntarily and intend, by my signature, the complete and unconditional release of all liability to the greatest extent allowed by law, and I acknowledge that I have had the opportunity to consult legal representation prior to agreeing to the terms hereof.

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Signature			Date
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Printed Name			Access Card / Key Fob #
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Home Address			Date of Birth
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City	State	Zip Code	Phone #