



**Informed Consent Waiver I Release and Hold Harmless Agreement
for Fitness Program Participant**

I, the undersigned participant, am hereby enrolling in a program of strenuous physical activity including, but not limited to, aerobic dance, weight lifting, stationary bicycling, and the use of various aerobic conditioning machinery offered by Superb Fitness. I have been strongly encouraged to consult with my physician prior to starting an exercise program or increasing the intensity of an existing program, indicated both in this document and by Superb Fitness. I assume this responsibility as indicated by my below signature and if I choose to, will act on this advice prior to the implementation of any recommendations made by Superb Fitness.

I hereby affirm that, to the best of my knowledge, I do not suffer from any condition that would prevent or limit my participation in this fitness program and have not withheld any related information from Superb Fitness.

In the event that through screening, I have been determined to be other than apparently healthy, I have been given a physician's release, as required by Superb Fitness to exercise. I am taking no medications that may adversely effect my fitness activities, and this release, with or without physician's restrictions, has been given to Superb Fitness. In addition, I acknowledge that if my health changes, it is my responsibility to recognize the change and seek medical advice to help me decide if my continued participation in the fitness program or any part of the fitness program is still right for me.

I fully understand that I may injure myself as a result of my participation in Superb Fitness' fitness program and I hereby release Superb Fitness, its Board, employees and agents, from any liability now or in the future for any injury. Injuries may include, but are not limited to, heart attacks, death, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/lower back/foot injuries, and any other illness, soreness, or injury, however caused, occurring during, or after, my participation in the fitness program offered, unless caused by the trainer's recklessness or intentional misconduct.

In consideration of my participation in Superb Fitness' fitness program, I, for myself, my personal representatives, administrators, heirs and assigns, hereby holds harmless Superb Fitness, its Board, employees and agents, from any claims, demands, and causes of action, to include reasonable legal expenses and attorney's fees arising from my participation in the fitness program, unless caused by the trainer's recklessness or intentional misconduct.

I hereby affirm that I have read, have been honest with Superb Fitness, and fully understand the above information. I have been given the opportunity to present questions in all related matters.

SIGNATURE OF PARTICIPANT

PRINTED NAME

DATE