

**MASTER FITNESS INC.  
AGREEMENT AND RELEASE OF LIABILITY**

1. In consideration of being allowed to participate in the personal fitness program of Master Fitness, Inc., and in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge Master Fitness, Inc. and its directors, officers, agents, employees, representatives, successors, and assigns, administrators, executors and all others from any and all responsibilities or liability from injuries or damages resulting from my participation in any activities or my use of facilities, equipment or machinery in the above mentioned activities. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the ordinary negligence of the program or any of its agents due to any such ordinary negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of personal fitness training or the use of any facilities or equipment in relation thereto.

**IF YOU UNDERSTAND AND AGREE, PLEASE INITIAL HERE \_\_\_\_\_.**

2. I understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also understand that fitness activities involve the risk of injury and even death, and that I am voluntarily participating in these activities and using facilities, equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

**IF YOU UNDERSTAND AND AGREE, PLEASE INITIAL HERE \_\_\_\_\_.**

3. I do hereby further 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 except as herein stated. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and use of exercise and training equipment so that I might have his recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physicians permission to participate, or that I have decided to participate in an activity and use of equipment and machinery without the approval of my physician and I do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.

**IF YOU UNDERSTAND AND AGREE, PLEASE INITIAL HERE \_\_\_\_\_.**

This Agreement shall be binding upon the undersigned, his/her heirs, executors, administrators and assigns

Participants Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MASTER FITNESS INC.**  
**EXPRESS ASSUMPTION OF RISK FOR PARTICIPATION IN PERSONAL FITNESS**  
**TRAINING**

I, the undersigned, hereby expressly and affirmatively state that I wish to participate in personal fitness training with Master Fitness, Inc. I realize that my participation in this activity involves risks of injury, including but not limited to any injury, and even the possibility of death. I also recognize that there are many other risks of injury, including serious disabling injuries, which may arise due to my participation in this activity and that it is not possible to specifically list each and every individual injury risk. However, knowing the material risks and appreciating them, and knowing and reasonably anticipating that other injuries and even death are a possibility, I hereby expressly assume all of the delineated risks of injury, all other possible risks of injury and even death which could occur by reason of my participation.

I have had an opportunity to ask questions. Any questions which I have asked have been answered to my complete satisfaction. I subjectively understand the risks of my participation in this activity and knowing and appreciating these risks I voluntarily choose to participate, assuming all risks of injury or even death due to my participation.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Participant