



RELEASE AND WAIVER OF LIABILITY

Participant/Guest/Member Name	
Birth Date	
Email	
Address	
Phone	
Location	
Today's Date	

The Undersigned, individually, and/or for and on behalf of named Minor(s), whether new or existing member(s) or guest(s) or other participant(s) or spectator(s), acknowledge that Wilson's Health Centers, Inc., and its owned and non-owned affiliates, including but not limited to, Wilson's Fitness, the MAC, the Beach & Tennis Club, and Parisi Speed School (hereinafter referred to individually and collectively as "Wilson's"), offer the opportunity at several locations to participate actively or passively in fitness, entertainment and health related activities, in general to include weight-lifting, aerobic and anaerobic exercise, sports, swimming, diving, camps, classes, parties, games, and various other miscellaneous functions and events, having known and unanticipated risks which could result in property damage, physical or emotional injury, paralysis or permanent disability or death. Risks include, but are not limited to, theft, loss or destruction of clothing, money or other property; musculoskeletal injuries, broken bones, and/or overuse injuries; drowning; injuries caused by equipment that breaks or otherwise fails; premises defects; and medical conditions from physical activity. The Undersigned acknowledge it is their responsibility to obtain and follow the advice of their personal physician(s) prior to any participation in any activities, and represent that they have no medical or physical condition which could interfere with their safe participation in these activities, or use of the facilities, or else they are willing to assume, and bear the cost of, all risks that may be created, directly or indirectly, by any such use or conditions. If at any time the Undersigned believe that activities or conditions are unsafe, or that they are unable to participate due to physical or medical conditions, then they will immediately discontinue their participation in activities or use of the facilities. The Undersigned expressly accept and assume all of the risks inherent in Wilson's activities and their participation in these activities and use of activity facilities is purely voluntary and they elect to participate despite the risks. The Undersigned represent that they have adequate insurance to cover any injury or damage they may suffer or cause while participating in these activities, or else they agree to bear the costs of such injuries or damages personally.

In full appreciation of the foregoing risks, and in consideration for the right to use, access and enjoy the facilities, and to voluntarily participate in the offered activities, the Undersigned, individually, and/or for and on behalf of named Minor(s), to the fullest extent permitted by law, hereby knowingly and freely release, waive, discharge, and covenant not to sue, and agree to indemnify and hold harmless, Wilson's, and its owned and non-owned affiliates, their owners, directors, officers, managers, agents, representatives, employees, independent contractors, landlords, tenants, sublessors, sublessees, licensors and licensees, and all other persons or entities acting by, for or through them ("Releasees"), from any and all liability to the Undersigned, or any of their personal representatives, assigns, heirs, relatives, and next of kin, for any and all loss or damage, and any claims or demands therefore or on account of injury to their person or property, or resulting in death, whether caused by the negligence of the Releasees or otherwise. This release does not apply to claims arising from intentionally reckless misconduct or to activities against the public interest. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, the Undersigned agree to indemnify and hold them harmless for all such fees and costs.

MEDIA RELEASE: The Undersigned, individually, and/or for and on behalf of named Minor(s), hereby grant Wilson's permission to use and publish any voice, image, photograph, video, or the like, of them in any medium, to include but not limited to, print, radio, television, website and social media, without payment, or any other consideration, in perpetuity. The Undersigned hereby hold harmless and release and forever discharge Wilson's from any and all claims, demands, and causes of action which the Undersigned, their heirs, representatives, executors, administrators, or anyone acting on their behalf, may have, or may in the future have, by reason of this authorization.

The Undersigned hereby acknowledge that they have read, understand and agree to the terms and provisions of this Agreement, and that this Agreement shall be valid and binding, and shall remain in effect, now and in the future, with regard to any and all of the Undersigned's activities at or with Wilson's, or any of its owned and non-owned affiliates, unless and until revoked in writing by the Undersigned or their authorized agent.

If the Undersigned is signing on behalf of a spouse, child, family member, friend, or other person, the Undersigned expressly warrant and represent that they have such person's actual and implied authority to sign on their behalf, and to be bound by the terms of this release and waiver of liability and indemnification agreement.

Initial Authorized: _____

Signature (must be parent/guardian if under 18): _____

Print Name of signature above: _____