

# FITNESS WAIVER AND RELEASE OF LIABILITY

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your situation, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice. This document type carries significant legal and/or financial consequences and varies substantially by jurisdiction. Having a licensed attorney review it before use is strongly recommended.

This Fitness Waiver and Release of Liability (this "**Waiver**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[MEMBER / CLIENT NAME], residing at [MEMBER ADDRESS] (the "**Member**"); and

[GYM / STUDIO / TRAINER NAME], a [STATE] [ENTITY TYPE / individual] with its principal place of business or residence at [ADDRESS] (the "**Facility**").

Member and Facility are each a "**Party**" and together the "**Parties**."

**Recitals.** The Facility provides [DESCRIBE: e.g. gym access, group fitness classes, personal training, strength and conditioning, sports-specific training] (the "**Fitness Activities**"). The Member wishes to use the Facility and take part in the Fitness Activities and understands that physical exercise involves risks. The Facility permits the Member to participate only on the condition that the Member agrees to this Waiver. In consideration of being permitted to use the Facility and participate, the Parties agree as follows.

## 1. Fitness Activities and Voluntary Participation

**1.1 Description.** The Fitness Activities include [DESCRIPTION OF FACILITIES, EQUIPMENT, AND PROGRAMS COVERED], available at [LOCATION(S)] during the Facility's posted hours or scheduled sessions.

**1.2 Voluntary participation.** The Member participates voluntarily and of the Member's own free will, and may stop any exercise or session at any time if the Member feels unwell, fatigued, or at risk.

**1.3 No medical service.** The Facility and its trainers provide fitness instruction only. They are not medical providers, do not provide medical, dietary, or therapeutic advice, and nothing they provide is a substitute for advice from a licensed physician.

## 2. Health Representations and Medical Clearance

**2.1 Fitness to participate.** The Member represents that the Member is in good health and has no medical condition that would make participation in the Fitness Activities unsafe, or has obtained clearance from a physician to participate.

**2.2 Disclosure.** The Member has disclosed any medical condition, injury, pregnancy, allergy, or limitation relevant to safe participation: [LIST OR "NONE"], and will promptly inform the Facility of any change.

**2.3 Recommendation to consult a physician.** The Member understands that the Facility recommends consulting a physician before beginning any exercise program, and that the Member proceeds on the Member's own judgment.

**2.4 Stop on symptoms.** The Member will stop exercising and seek assistance if the Member experiences dizziness, chest pain, shortness of breath, faintness, or pain during the Fitness Activities.

### 3. Assumption of Risk

**3.1 Inherent risks.** The Member understands that exercise and use of fitness facilities involve inherent risks, including [e.g. muscle strains, sprains, fractures, cardiac events, falls, dropped weights, equipment malfunction, overexertion, and slips on wet surfaces], and that these risks may result in property damage, minor or serious bodily injury, illness, permanent disability, or death.

**3.2 Knowing assumption.** Knowing and appreciating these risks, the Member freely and voluntarily assumes all risk of loss, damage, injury, illness, or death arising out of or related to the Member's use of the Facility and participation in the Fitness Activities, including risks arising from the Facility's ordinary negligence to the extent permitted by law.

**3.3 Proper use of equipment.** The Member will use equipment as instructed and within the Member's ability, will request instruction when unsure, and will report any equipment that appears damaged or unsafe before using it.

### 4. Release and Waiver of Claims

**4.1 Release.** To the fullest extent permitted by applicable law, the Member releases, waives, and discharges the Facility and its owners, officers, employees, trainers, instructors, agents, and contractors (the "**Released Parties**") from any and all claims, demands, causes of action, and liability for loss, damage, injury, illness, or death arising out of or related to the Member's use of the Facility and participation in the Fitness Activities, including claims based on the ordinary negligence of any Released Party.

**4.2 Covenant not to sue.** The Member agrees not to sue or bring any claim against the Released Parties for any matter released under Section 4.1.

**4.3 Limits of the release.** This release does not apply to liability that applicable law does not permit to be waived, including, in many jurisdictions, liability for gross negligence, recklessness, or willful or wrongful misconduct. The scope and enforceability of liability waivers vary by jurisdiction; local law controls where it limits what may be released.

### 5. Indemnification

**5.1 Indemnity.** To the fullest extent permitted by applicable law, the Member will indemnify and hold harmless the Released Parties from any claim brought by or on behalf of the Member, or by a third party, arising out of the Member's use of the Facility or breach of this Waiver, including reasonable attorneys' fees.

**5.2 Exclusions.** The indemnity in Section 5.1 does not extend to liability arising from a Released Party's gross negligence or willful misconduct, or to the extent applicable law prohibits indemnification.

### 6. Facility Rules and Conduct

**6.1 Compliance.** The Member agrees to follow all posted rules, safety guidelines, and reasonable instructions of the Facility and its staff, including rules on equipment use, hygiene, and personal conduct.

**6.2 Personal property.** The Member is responsible for the Member's personal property. The Facility is not responsible for lost, stolen, or damaged property, whether or not stored in a locker.

**6.3 Suspension or termination.** The Facility may suspend or terminate the Member's access for failure to follow rules, non-payment, or conduct that endangers the Member or others, subject to the Facility's membership terms.

### 7. Medical Authorization

7.1 **Consent to treatment.** In the event of injury or a medical emergency at the Facility, the Member authorizes the Facility to arrange emergency medical care and transport. The Member is responsible for the cost of any medical treatment and related transport.

7.2 **Emergency contact.** The Member's emergency contact is [NAME, RELATIONSHIP, PHONE].

8. Minor (if applicable)

8.1 **Parent or guardian consent.** If the Member is under the age of majority in the governing jurisdiction, the undersigned parent or legal guardian represents that they have legal authority to consent on the Member's behalf, agrees to all terms of this Waiver on the Member's behalf, and, to the fullest extent permitted by law, releases and indemnifies the Released Parties on the same terms as the Member.

8.2 **Acknowledgment.** The parent or guardian understands that, in some jurisdictions, a parent's pre-injury waiver of a minor's claims may be limited or unenforceable, and that local law controls.

9. General Provisions

9.1 **Governing law and venue.** This Waiver is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.2 **Severability.** If any provision of this Waiver is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be narrowed or reformed only to the extent needed to make it enforceable, so that the release operates to the maximum extent the law allows.

9.3 **Entire agreement; amendment.** This Waiver is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties. It is intended to supplement, not replace, the Facility's membership agreement, if any.

9.4 **Binding effect.** This Waiver binds and benefits the Parties and their heirs, next of kin, executors, administrators, successors, and assigns.

9.5 **Acknowledgment of understanding.** The Member has read this Waiver, understands that it gives up substantial legal rights, including the right to sue, and signs it freely and voluntarily.

9.6 **Counterparts and electronic signature.** This Waiver may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Waiver as of the Effective Date. The Member acknowledges having read and understood this Waiver before signing.

MEMBER	FACILITY
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [N/A]	Title: [TITLE]

---

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

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

**Parent or Guardian (complete only if the Member is a minor):**

**PARENT / LEGAL GUARDIAN**

---

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

---

Printed name: **[NAME]**

---

Relationship to Member: **[RELATIONSHIP]**

---

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

---

*Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.*