

Fitness Center Waiver and Release

I enter into this Fitness Center Waiver Release (Agreement) with _____ for the privilege to use the fitness center (facility) located at **[insert building name/location]**.

1. Waiver and release of all claims (including negligence)

In consideration for use of the facility, I waive and release _____, its agents, servants, employees, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence at the facility or use of the facility and/or equipment. **This waiver and release is intended to and does release from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and _____'s negligence, including but not limited to negligence in the construction, maintenance and upkeep of the facility and its equipment, negligence in training or negligence in supervision. This is not intended to release from any liability resulting from their intentional conduct.**

I understand that if, for any reason, I am or have been under medical supervision or if I have not exercised regularly in the recent past, that a doctor's approval should be obtained prior to use of the facility's equipment. I understand and agree that it is my sole responsibility to obtain a doctor's approval.

I further covenant and agree not to institute any claims or legal action against _____ for any claim released by this Agreement. I further agree that should any claim be made against _____ in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) _____ for any such claim and expenses including attorney's fees and costs incurred by _____ in defending themselves or security indemnity hereunder.

I recognize the facility is not supervised, and I use the facility (including premises and equipment) entirely at my own risk.

2. I understand that _____ is not responsible for any lost or stolen valuables or property from within the facility.

3. While at the facility, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facility by other users.

4. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue _____ for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by _____, will void and terminate this Agreement and may result in loss of the ability to use the facility.

Name (please print) _____

Signature _____ Date _____

This Fitness Center Waiver and Release is a guideline. It does not address potential compliance issues with federal, state or local law, and it is not meant to be exhaustive or construed as legal advice. The contents of this waiver, and the extent of its effectiveness in court, may be affected by state law. Consult your licensed commercial property and casualty representative at NSM Insurance Group or legal counsel to address possible compliance requirements.

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Fitness Center Rules and Regulations

The following rules and regulations are intended to make the fitness center safe, enjoyable and pleasant. These rules apply to all users and might be amended periodically by .

1. Use. Users shall use the facilities and related equipment solely for weight and cardiovascular training on the equipment provided. Users shall not misuse or use the facility and related equipment in any manner that will cause damage. Users shall not install, nor tamper with or remove, any equipment in the facility. No person may use the facility without signing a release. Guests are not authorized to use the facility, and users may not grant access to the facility, nor permit the facility to be used, by any unauthorized persons.
2. Fitness Center Trainers. Users who wish to hire personal trainers and use the facility for training will ensure that the trainer has completed a release prior to scheduling training.
3. Hours of Operation. To accommodate cleaning of the facility on a daily basis, the fitness center may be used during the following hours: **[customize hours below]**

Monday – Friday

Saturday – Sunday

7:00 AM to 9:00 PM

9:00 AM to 3:00 PM

The fitness center will not be open for use on the following holidays: **[insert holidays/closed days]**

4. Clothing. The minimum attire at the facility is gym shorts, T-shirts, socks and tennis shoes. Any conventional exercise attire is permissible, including leotards and tights, warm-up suits, etc. Sneakers, tennis shoes or similar footwear must be worn at all times.
5. Conduct. Any conduct that unreasonably interferes with the use or enjoyment of the facility or the equipment by others or disrupts or interferes with normal, safe, orderly and efficient operation is strictly prohibited. Personal audio equipment may not be used without headphones.
6. Smoking. Smoking of any kind or consumption of tobacco products is strictly prohibited in the facility.
7. Solicitations and Petitions. Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kind, are strictly prohibited.
8. Identification. Upon request by personnel, users must present keys for identification purposes. assumes no responsibility for lost or stolen keys.
9. Food and beverage. Food and beverage may not be brought into the facility for consumption, except for bottled water or sports beverages. Alcoholic beverages are strictly prohibited.
10. Notices, Complaints or Suggestions. Users must immediately notify if they discover unsafe or hazardous defects or conditions relating to the facility or equipment. Complaints or suggestions regarding the operation, maintenance, services and equipment at the Center should be directed to **[insert representative name]**
11. Maintenance. No user may leave litter, trash, debris or articles of clothing at the facility. The entry door must be kept closed at all times.
12. Keys. Users must keep keys in their possession at all times until required or requested to surrender them by , and in no event may they lend or transfer them to another person. In the event of a lost or misplaced key, users must notify NSM Insurance Group immediately.