



First Name _____ Last Name _____

Date of Birth ____/____/____ Gender ____ Driver's License # _____

Name of Parent or Guardian (If participant is under 18 years of age) _____

Street Address _____ Apt # _____

City _____ State ____ Zip _____ Phone # _____

Cell # _____ E-Mail _____

Health Issues or Injuries _____

Emergency Contact _____ Emergency Phone # _____

How did you hear about Optimum Body Fitness? _____

Did you purchase an online deal? _____ Where did you purchase the deal? _____

Which deal did you purchase? _____ Redemption Code _____

Are you a guest? _____ Guest of which participant? _____

Are you currently active in fitness? _____ What types of fitness activities? _____

What are your fitness goals? What are you trying to achieve? _____

WAIVER, RELEASE, ASSUMPTION OF RISK FORM AND INDEMNITY AGREEMENT

I, _____, have volunteered to participate in a fitness program provided to me by OPTIMUM BODY FITNESS, L.L.C., ("Trainer"), which may include, but may not be limited to, resistance training and aerobic or cardiovascular exercise. In consideration of Trainer's agreement to instruct and train me, I do here now and forever release and discharge and hereby hold harmless Trainer and his respective agents, heirs, assigns, contractors, and employees from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in this or any exercise program including any injuries resulting there from.

THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, INJURIES WHICH MAY OCCUR AS A RESULT OF (1) EQUIPMENT BELONGING TO TRAINER OR TO MYSELF THAT MAY MALFUNCTION OR BREAK; (2) ANY SLIP, FALL, DROPPING OF EQUIPMENT; (3) AND/OR NEGLIGENT INSTRUCTION OR SUPERVISION.

Assumption of Inherent Risks: I, _____, have been informed of, understand and am aware that any exercise program, whether or not requiring the use of exercise equipment, is a potentially hazardous activity. I also have been informed of, understand and am aware that any exercise

and/or fitness activities involve a risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death, and that I am voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury, regardless of severity, or death.

I have been advised that an examination by a physician should be obtained by anyone prior to commencing a fitness and/or exercise program, or initiating a substantial change in the amount of regular physical activity performed.

I acknowledge that I have discussed with my physician the appropriateness of the OPTIMUM BODY FITNESS, L.L.C., Class Programs in connection with any illness or condition that I now have or have previously had and that I knowingly execute this agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

If I, _____, have chosen not to obtain a physician's consent prior to beginning this fitness program with Trainer, I hereby agree that I am doing so solely at my own risk. In any event, I acknowledge and agree that I assume the risks associated with any and all fitness related activities and/or exercises in which I participate.

Indemnification and Hold Harmless: I also agree to hold harmless and indemnify OPTIMUM BODY FITNESS L.L.C., its owner, officers, employees, volunteers, agents, and insurance carriers from all claims (whether initiated by me or by a third party) and to reimburse them for any expenses incurred as a result of my involvement with OPTIMUM BODY FITNESS L.L.C.

I further agree to pay all expenses, including court costs and attorneys' fees, incurred by OPTIMUM BODY FITNESS L.L.C., and the aforementioned parties in investigating and defending a claim or suit resulting from my participation in any fitness and conditioning activities.

Severability and Venue: I further expressly agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS FORM IN ITS ENTIRETY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST TRAINER FOR ITS NEGLIGENCE OR THAT OF ITS EMPLOYEES, AGENTS, OR CONTRACTORS.

This form is an important legal document that explains the risks you are assuming by beginning an exercise program. It is critical that you have read and understand this document completely. If you do not understand any part of this document, it is your ultimate responsibility to ask for clarification prior to signing it.

_____ /_____/_____
Participant's Name (please print, sign and date)

_____ /_____/_____
Parent or Guardian Name if under 18 years of age (please print, sign and date)