



## Release of Liability

**1.** In consideration of being allowed to participate in the personal fitness assessments, training activities and programs of Sync Fitness and to use their facilities, equipment and services, in addition to the payment of any fee or charge, I do hereby forever waive, release and discharge Sync Fitness and it's officers, agents, employees, representatives, executors and all others acting on their behalf from any and all claims or liabilities for injuries or damages to my person and/or property, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf, arising out of or connected with my participation in any activities, programs or services of Sync Fitness or the use of any equipment at various sites, including home, provided by and/or recommended by Sync Fitness.

**2.** I have been informed of, understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment, are potentially hazardous activities. I also have been informed of, understand and am aware that fitness activities involve a risk of injury, including a remote risk of death or serious disability, 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 or death.

**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 in these activities or use of equipment or machinery. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in the exercise activities, programs and use of exercise equipment. 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 equipment. I acknowledge that either I have had a physical examination and have been given my physician's permission to participate or I have decided to participate in the exercise activities, programs and use of equipment without the approval of my physician and do hereby assume all responsibility for my participation in said activities, programs and use of equipment.

**4.** I understand that Sync Fitness providing and maintaining an exercise/fitness program for me does not constitute an acknowledgement, representation or indication of my physiological well-being or a medical opinion relating thereto.

**5. Photo/Video/Audio Recording Release:** I hereby give Sync Fitness the absolute and irrevocable right and permission to take, use, re-use, publish, and re-publish photographic/video images and/or audio recordings in whole or in part, individually or in conjunction with other photographs, in any medium for publicity purposes, including without limitation, for purposes of illustration, promotion, advertising and trade. This authorization and release shall also inure to the benefit of the legal representatives, licensees, and assigns of the parties.

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Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date