

CITY FITNESS SUMMER CAMP - LIABILITY WAIVER AND RELEASE FORM

I acknowledge that my participation in any one or more outdoor City Fitness group fitness class or classes (known as *City Fitness Summer Camp*) and/or use of any outdoor facilities or workout space (collectively such services and activities are referred to herein as "*CF Camp*") involves strength, flexibility, aerobic, cardio and other exercises, including the use of equipment, all of which can be potentially hazardous activities. I also acknowledge that all or part of the *CF Camp* class and/or workout will be held outdoors, which carries additional risks, including, but not limited to, those caused by terrain, facilities, temperature, weather, environment, vehicular traffic, lack of hydration and actions of other people, including but not limited to, participants, pedestrians, spectators and instructors.

I am voluntarily agreeing to enter upon, participate in and use the facilities, equipment, services and activities of or offered by *CF Camp* and I hereby agree to expressly assume and accept any and all risks resulting therefrom, whether known or unknown, including, without limitation, physical or emotional injury, illness or death caused by infectious diseases (viral or bacterial, including but not limited to COVID-19), paralysis, death, other serious or catastrophic personal injuries, and loss or damage to personal property. I acknowledge and agree that I am solely responsible for my safety, health and responsible entry upon, participation in, and use of the facilities, equipment, services and activities of or offered by *CF Camp*. I acknowledge and represent that I am physically sound and I do not suffer from any illness, impairment, disease or other condition that would prevent me from participating in *CF Camp* and/or performing any exercises or using any equipment in connection with *CF Camp*.

In consideration of fees paid and being allowed to participate in *CF Camp*, I do hereby knowingly and voluntarily, on behalf of myself and my heirs and assigns, forever waive, release, discharge, and hold harmless City Fitness, LLC and its affiliates, and each of their respective officers, members, employees, agents, representatives, and each of their respective successors and assigns, individually and collectively, from any and all liability, damages, losses, suits, demands, causes of action (including, without limitation, negligent acts or omissions alleged to be caused by any of the aforementioned parties) or other claims of any nature whatsoever, including, without limitation, any losses for property damage, personal injury or death, arising out of or relating in any way to my participation in *CF Camp* and its related programs or activities or my use of any facilities, equipment or machinery in connection with *CF Camp*.

By participating in *City Fitness Summer Camp*, I give City Fitness, including any related or affiliated City Fitness location or business doing business as City Fitness and its representatives and employees ("*City Fitness*"), the right to take photographs or video recordings of me and/or my property while using the exercise and associated equipment and/or participating in *City Fitness Summer Camp* exercises and/or classes taking place at any outdoor facility. By signing below, I specifically understand and agree that *City Fitness* may use and publish such photos and video recordings of me in print and/or electronically in City Fitness' sole discretion, with or without identifying me by name, for any lawful purpose, including but not limited to, promotional or marketing purposes on the City Fitness website and/or on any City Fitness social media platform.

I represent and acknowledge that I have read and understand this *City Fitness Summer Camp* Liability Waiver and Release. The invalidity, in whole or in part, of any portion of the above paragraphs will not affect the remainder of this form. My voluntary execution of this form evidences my agreement to the terms, provisions, waivers and releases as set forth above.

Signature

Date: _____

Print Name