

# Fitness Waiver and Release of Liability

## **This is a template, not legal advice**

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

## **How to use this template**

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

# Fitness Waiver and Release of Liability

This Fitness Waiver and Release of Liability (this "Waiver") is made on [Date] by [Participant's full legal name] of [Participant's address] (the "Participant") in favor of [Facility or instructor's full legal name or business name] of [Facility's address] (the "Facility").

The Participant wishes to take part in

[Describe the activity, e.g. a drop-in fitness class, gym floor and equipment use, or a one-off training session]

at [Location where the activity takes place] (the "Activity"). Before taking part, the Participant reads and signs this Waiver, which sets out the risks of the Activity, the Participant's assumption of those risks, and the release of claims described below.

## 1. The Participant and Capacity to Sign

The Participant confirms that the Participant is at least eighteen (18) years old and has full legal capacity to sign this Waiver, or, where the Participant is younger than that, that this Waiver is instead signed by a parent or legal guardian under clause 7.

The Facility's owners, officers, employees, instructors, contractors, agents and volunteers are each a "Releasee" for the purposes of this Waiver, and together the "Releasees".

## 2. Assumption of Risk

The Participant understands that physical exercise and the use of fitness equipment and facilities carry an inherent risk of injury, including serious injury, permanent disability and, in rare cases, death, and that this risk exists even where the Activity is properly instructed and supervised and the Participant follows every instruction given.

The Participant voluntarily and knowingly assumes that risk, understanding that no amount of care, screening, instruction or supervision by a Releasee removes it, and chooses to take part in the Activity on that basis.

The risks inherent in the Activity include, without limitation:

- (a) muscle, tendon, ligament and joint injury, and sprains and strains;
- (b) fractures and other injury from a fall, from equipment, or from contact with another participant;
- (c) cardiovascular events, including heart attack or stroke;
- (d) aggravation of a pre-existing injury or medical condition;
- (e) injury caused by the negligence of another participant; and

(f) in rare cases, permanent disability or death.

### **3. Release and Waiver of Liability**

The Participant releases, waives and forever discharges the Releasees from any and all claims, demands, actions and liabilities arising out of or connected with the Participant's participation in the Activity, including a claim based on a Releasee's ordinary negligence, whether the negligence occurs before, during or after the Activity.

This release does not apply to, and does not discharge a Releasee from liability for, that Releasee's gross negligence, recklessness, or wilful or intentional misconduct, and does not release any liability that cannot lawfully be released under applicable law.

The Participant agrees not to sue any Releasee on a claim released by this clause, and agrees that this Waiver binds the Participant's heirs, executors, administrators, assigns and legal representatives.

### **4. Health and Medical Self-Certification**

The Participant confirms that the Participant is physically able to safely take part in the Activity, and is not aware of any medical condition, injury or physical limitation that would prevent safe participation, except as disclosed here:

[Any medical conditions, injuries, medications or physical limitations relevant to participation, or write "none"] .

The Participant shall tell the Facility promptly, and before continuing to take part in the Activity, of any change to the information disclosed above, and understands that a Releasee who instructs or supervises the Activity relies on that information in doing so.

The Participant is advised to obtain clearance from a physician before taking part in the Activity, particularly where the Participant has a cardiovascular, respiratory or musculoskeletal condition, is pregnant, or has been physically inactive for an extended period.

### **5. Emergency Medical Treatment Authorization**

If the Participant is injured or becomes ill during the Activity and is unable to give consent, the Participant authorizes the Facility to arrange, and to consent on the Participant's behalf to, the emergency medical examination and treatment that attending medical personnel consider necessary, including transport to a hospital or emergency clinic.

All costs of emergency medical treatment and transport are the Participant's responsibility, and the Facility is authorized to share the information disclosed under clause 4 with the medical personnel providing that treatment.

In case of emergency, the Facility should contact:

- (a) Emergency contact's name: [Emergency contact's name]
- (b) Emergency contact's phone number: [Emergency contact's phone number]
- (c) Known allergies, if any: [Known allergies, or write "none"]
- (d) Health insurance provider and policy number, if any:  
[Health insurance provider and policy number, or write "none"]

## 6. Indemnification

The Participant shall indemnify and hold harmless the Releasees against any claim, loss, damage or cost, including reasonable legal fees, that a Releasee suffers because of the Participant's own act or omission during the Activity, including an injury the Participant causes to another participant, instructor or third party, except to the extent caused by a Releasee's own negligence, gross negligence or wilful misconduct.

The Facility is not responsible for the loss, theft of, or damage to, the Participant's personal property brought to the Activity.

## 7. Parent or Guardian Consent (Minors Only)

Where the Participant is under the age of majority in the Participant's place of residence, this clause applies and the Participant's signature below is given by a parent or legal guardian on the Participant's behalf instead of by the Participant directly. By signing in that capacity, the undersigned confirms being the parent or legal guardian of the Participant, having read this Waiver in full, and on the Participant's behalf accepts the risks described in clause 2, gives the release in clause 3, and agrees to every other term of this Waiver, including the indemnification in clause 6. Where the Participant is not a minor, this clause does not apply and the Participant signs in the Participant's own capacity.

## 8. Governing Law and General

This Waiver and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Colorado] , and the Participant submits to the exclusive jurisdiction of the courts of [Jurisdiction] .

This Waiver is the entire agreement between the Participant and the Facility about the Activity and replaces any earlier discussion or understanding about it. It may only be amended in writing signed by both the Participant (or a parent or guardian under clause 7) and the Facility. If any provision of this Waiver is held unenforceable, the rest continues in force, and a failure to enforce any provision is not a waiver of it.

This Waiver is not binding until it has been signed and dated below, may be signed by electronic signature, and the Participant confirms having read it in full before signing.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

**Participant (or Parent/Guardian if under 18)**

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

Printed name: \_\_\_\_\_

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

**Facility or Instructor**

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

Printed name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

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