



WAIVER & RELEASE FORM

Because physical exercise can be strenuous and subject to risk of injury, including serious injury or death, Peak Health & Wellness Center urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any club amenity on the premises or off premises including any sponsored club event, you do so **entirely at your own risk**. Likewise, dietary modifications can cause a variety of changes and can create problems, including as it relates to your energy, stamina, appetite, and mood. Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are entirely your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and use of these facilities and **assume all risk** of injury, illness, or death. We are also not responsible for any loss, damage, or disappearance of your personal property.

This waiver and release of liability includes, without limitation, all injuries which may occur, **regardless of negligence**, as a result of: (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction; (b) the sudden and unforeseen malfunctioning of any equipment; (c) our instruction, training, supervision, or dietary recommendations; (d) any on-line or virtual training; or (e) your slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking areas. **This waiver also includes any negligence associated with the presence of or transmission of any bacteria, viruses, or infectious diseases.**

By signing below, you acknowledge that you have carefully read this "waiver and release" and fully understand that it is a **Release of Liability**. You expressly agree to release and discharge the Peak, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the Peak for negligence, personal injury or property damage. You also agree that this waiver and release applies to any of your guests or family members.

You further agree that if a court of law finds any part of this agreement to be against public policy or in violation of any state statute or legal precedent, then **only** that portion of the document may be deleted and the remainder of this waiver and release will remain in full force.

Additionally, you understand that the Peak occasionally photographs/videotapes client events/sessions and you consent your approval for the Peak to use these images or video in any and all media for promotional purposes with no financial or other remuneration due to you.

Signed: _____ Dated: ____/____/____

Printed Name: _____