



# Riverside EpiCenter

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## Waiver and Release of Liability

The Riverside EpiCenter, LLC (the “EpiCenter”) offers the opportunity to participate in a wide variety of recreational and fitness activities and programs. All participants, however, should be aware that attendance at, or use of, the EpiCenter, use of the EpiCenter’s health or advisory services or participation in any Fitness Activities, including without limitation use of the EpiCenter’s equipment and facilities and participation in Fitness Activities involve substantial risks of bodily injury, property damage, and other dangers associated with participating in such activities. Dangers associated with physical activity may include, but are not limited to, broken bones, strains, sprains, bruises, concussion, and heart attack. Each participant attending or using the EpiCenter, using the EpiFitness Club, LLC health or advisory services, or participating in any other physical activity at or associated with the EpiCenter, should realize that there are risks, hazards, and dangers inherent in such activities.

I understand that the EpiCenter recommends that I be examined by my physician before joining the EpiCenter of EpiFitness Club, especially if I have a history of heart disease, and that I consult with my physician regularly during the time that I am engaging in physical activity. I acknowledge that the employees of the EpiCenter and EpiFitness Club are not licensed medical practitioners and that their advice is therefore limited in scope and is not a substitute for medical supervision and advice.

It is the responsibility of each participant to participate only in those physical activities for which he/she has the prerequisite skills, qualifications, preparation, and training. The release statements, as defined below, do not warrant or guarantee in any respect the competency or mental or physical condition of any instructor or individual participant in any activity. The release statements also do not warrant or guarantee in any respect the physical condition of any of the equipment used in connection with any activity.

I hereby acknowledge and agree that attendance at, or use of, the EpiCenter, using any of the EpiCenter or EpiFitness Club health or advisory services, or participation in EpiCenter or EpiFitness activity involves an inherent risk of physical injury and/or damage to property. IN CONSIDERATION FOR BEING PERMITTED TO ACCESS THE EPICENTER, USE THE EPICENTER’S HEALTH OR ADVISORY SERVICES AND PARTICIPATE IN THE ACTIVITIES AND FOR THE BENEFITS RECEIVED FROM PARTICIPATION IN THE ACTIVITIES, I VOLUNTARILY ASSUME ALL RISKS OF DAMAGES OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME OR BY MY PROPERTY WHILE ATTENDING OR USING THE EPICENTER, USING ANY OF THE EPICENTER’S OR EPIFITNESS CLUB HEALTH OR ADVISORY SERVICES OR PARTICIPATING IN A PHYSICAL ACTIVITY.

### RELEASE, COVENANT NOT TO SUE AND WAIVER

For the sole consideration of being allowed to attend and use the EpiCenter, use any of the EpiCenter and EpiFitness Club’s health or advisory services or participate in the physical activity for which, or in connection with which, the EpiCenter and/or EpiFitness Club has made available any equipment, facilities, grounds or personnel for such activities, I hereby agree to release, relieve, covenant not to sue, and forever discharge, indemnify, defend and hold harmless, and on behalf of myself and my heirs, representatives, executors, administrators and assigns do hereby release, relieve, covenant not to sue and forever discharge, indemnify, defend and hold harmless, the EpiCenter, EpiFitness Club, its owners or managers, their trustees, directors, officers, agents, employees, and volunteers of any and for all claims, demands, rights, liabilities, losses, expenses, and causes of action of whatever kind or nature (with the exception of gross negligence or willful misconduct), including but not limited to negligence, arising from and by reason of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from participation in, or in any way connected with or arising out of my attendance at or use of the EpiCenter, any of the EpiCenter’s health or advisory services or my participation in any physical activity. Further, I hereby release and discharge the EpiCenter from any and all liability for any loss, or theft of, or damage to personal property, including without limitation automobiles and the contents of lockers.

I HEREBY WARRANT THAT I HAVE READ THIS RELEASE IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS “RELEASE” RELEASES RIVERSIDE EPICENTER AND / OR RIVERSIDE EPIFITNESS CLUB FROM LIABILITY AND CONTAINS AN ACKNOWLEDGEMENT OF MY VOLUNTARY AND KNOWING ASSUMPTION OF THE RISK OF INJURY OR ILLNESS. I UNDERSTAND THAT THIS RELEASE IS SUPERIOR TO ANY AND ALL OTHERS ASSOCIATED WITH EPICENTER AND EPIFITNESS CLUB ACTIVITY.

I understand that this Release of Liability, Covenant Not to Sue, and Assumption of Risk (“Release”) shall be effective unless and until EpiCenter receives written notice of revocation from me, which notice must be sent to the address listed above. I expressly agree that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia without regard to conflict of law principles.

Print Name: \_\_\_\_\_

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

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

Event / Activity: \_\_\_\_\_