

**WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK  
AND INDEMNITY AGREEMENT**

It is the purpose of this agreement to exempt, waive and relieve releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releasees. "Releasees" include the United States Government and its agencies and instrumentalities and employees of the United States Government, its agencies and instrumentalities, whether or not acting within the scope of their employment, as well as unpaid volunteers assisting in the conduct of the activities described below. "Releasees" do not include any independent contractor receiving compensation in connection with such activities or the employees of such contractors.

For and in consideration of the undersigned participant's opportunity to participate in all Maximum Muscle Personal Training & Fitness activities, participant (and parent or legal guardian of participant if under 18 years of age) waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant arising out of participation in Maximum Muscle Personal Training & Fitness activities, wherever and however they occur.

Participant (and participant's parent/guardian, if applicable) acknowledge, understand, and assume the risks, if any, arising from Maximum Muscle Personal Training & Fitness activities, including but not limited to physical injury, health & medical issues. Participant (and participant's parent/guardian, if applicable) certifies that participant possesses an adequate level of physical fitness and skill to undertake Maximum Muscle Personal Training & Fitness activities and is aware of no physical, medical or other condition that would render participation by the participant abnormally hazardous.

Participant (and participant's parent/guardian, if applicable) **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES** and each of them from **ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COST THEY MAY INCUR DUE TO ANY CLAIM MADE BY OR ON BEHALF OF THE PARTICIPANT AGAINST ANY OF THE "RELEASEES" THAT IS DETERMINED TO BE WITHIN THE SCOPE OF THIS AGREEMENT.**

Participant (and participant's parent/guardian, if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representation of releasees concerning its terms and agree that this agreement shall be construed and enforced in accordance with the laws of the State of California.

Participant Signature \_\_\_\_\_ Age \_\_\_\_\_ Date Signed \_\_\_\_\_

Participant Name (Print) \_\_\_\_\_ Date Signed \_\_\_\_\_

Parent or Guardian Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

(required if Participant is under 18 years of age)