



## PeakFit WAIVER & RELEASE FORM

Because physical exercise can be strenuous and subject to risk of serious injury, Build Peak Compete Performance Systems LLC (from now on known as "BPC") urges you to obtain a physical examination from a doctor before participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise, activity, or training program associated with BPC and its partnered facilities, you do so **entirely at your own risk**. 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 using a BPC partnered facility and its premises **and assume all risks** of injury, illness, or death. In addition, BPC nor its partnered facilities are responsible for any loss or damage 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 any BPC partnered facility and your participation in any activity, class, program, personal training or instruction therein, (b) the sudden and unforeseen malfunctioning of any equipment (c) our instruction, training, supervision, or dietary recommendations and (d) your slipping and/or falling while in a BPC partnered facility, or on the premises of a BPC partnered facility, including adjacent sidewalks and parking areas.

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 BPC and its partnered facilities, as well as 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 BPC or its partnered facilities for negligence, personal injury or property damage.

Note: Should any part of this agreement is found by a court of law to be against public policy or in violation of any state statute or case precedence, then the remainder of this document will remain in full force.

Signed: \_\_\_\_\_ (Must be signed by parent/guardian if under 18)

Printed Name: \_\_\_\_\_

Participant Name: \_\_\_\_\_ (If under 18)

Dated: \_\_\_/\_\_\_/\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_