

LIABILITY WAIVER

THIS DOCUMENT DOES NOT REMOVE THE STATUTORY OBLIGATIONS OF REFLEX GYM NOR SEEK TO EXCLUDE LITIGATION FOR GROSS NEGLIGENCE. THE INTENT OF THIS DOCUMENT IS TO ENTER INTO AN AGREEMENT BETWEEN THE PARTICIPANT OR THEIR PARENT/GUARDIAN AND REFLEX GYM ACKNOWLEDGING THE RISKS ASSOCIATED WITH PARTICIPATION IN REFLEX GYM ACTIVITIES AND WHERE APPLICABLE, INCLUDES A VOLUNTARY ASSUMPTION OF RISK BY PARTICIPANTS, PARENTS AND LEGAL GUARDIANS.

PARTICIPANT CONSENT, WAIVER AND RELEASE FROM LIABILITY

I acknowledge that participating in activities at Reflex Gym involves a risk of personal injury to me and damage to property belonging to others and me. I knowingly and voluntarily agree to the terms and conditions outlined in this Waiver and Release from Liability.

IN EXCHANGE FOR BEING PERMITTED TO USE REFLEX GYM, I AGREE TO THE FOLLOWING:

- a) I am in good health, have no physical conditions that affect my ability to participate in any sanctioned activity conducted by Reflex Gym and have not been advised otherwise by a medical practitioner.
- b) I agree that I will immediately advise Reflex Gym if I observe any unsafe condition with grounds, facilities or equipment.
- c) I assume all risks associated with my participation including without limitation the risk of any negligence or recklessness by other participants. I understand that there may be risks involved which are not known to me or to Reflex Gym at this time or at the time of the activities in which I may participate, and agree to assume such unforeseeable risks.
- d) I agree to indemnify, defend and hold harmless Reflex Gym and their employees, agents and volunteers from and against any claims, causes of action, damage, judgements, liabilities, fees (including legal fees), costs and expenses incurred by Reflex Gym as a result of my unlawful actions or failure to act during any activity.

This Waiver is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be unenforceable shall not affect the validity of enforceability of any other provisions, which may be modified by a court having jurisdiction.

Reflex Gym will not reimburse members who are unable to sustain their full term of membership. Specific cases with external complications will be looked at case by case.

I have read this document and I understand that by signing below, I have given up substantial rights, I have voluntarily signed this release, without any duress or undue pressure from Reflex Gym.

Signature _____ Print Name _____ Date
_____/_____/_____

Witness _____ Print Name _____ Date
_____/_____/_____

PARENT/GUARDIAN SIGNATURE FOR MINORS (UNDER 18 YEARS OLD)

As a parent or guardian of a participant in a sanctioned activity of Reflex Gym, I agree to the terms and conditions contained this Agreement, and I assume responsibility for the actions or inaction of the participant.

Signature _____ Print Name _____ Date
_____/_____/_____

Witness _____ Print Name _____ Date
_____/_____/_____