**EnergyX Fitness Medical Waiver and Release**

By entering my name and/or signing below, I hereby certify, affirm and represent the following:

**Liability Release and indemnity:** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participant agrees to release and to hold harmless EnergyX Fitness, the classes and facilities, the respective directors, representatives, members, agents, and employees of EnergyX Fitness and the classes and facilities, and each of their respective affiliates (hereinafter collectively “Releasees”) from any and all liability, whether based on negligence, contract, tort, statute, or otherwise, for any claim (including third party claims by the owners of the premises or other person or entities), judgement, loss, liability, cost and expenses (including, without limitations, attorneys’ fees and costs) arising out of or connected in any way with the classes and facilities, training, products, or other interaction Participant has with EnergyX Fitness or any releasee (collectively, the “services”), including but not limited to any claim arising out of or connected in any way with (i) any illness or injury (minimal, serious, catastrophic and/or death) that Participant may incur or sustain during or in any way in connection with the services (whether or not at the premises and whether or not relating to any new or pre-existing condition, disclosed or undisclosed) (ii) any act or omission of any kind or character (whether negligent, grossly negligent, tortious or otherwise) and (iii) all activities associated or connected in any way with the services and while traveling to and from the premises, in each of the foregoing cases whether or not the services are actually rendered in full or in part. Participant further expressly agrees to indemnify and hold harmless Releasees and Releasees’ heir, successors, assigns, executors and administrators against loss from any further claims, demands or action that may subsequently be brought by Participants or by any other persons on the account of damages, of any character resulting to Participant in any way from the foregoing activities. Participant further agrees to reimburse and to make good any loss, damages, or fees Releasees may have to pay as a result of any such action, claim, or demand, including but not limited to attorneys’ fee. Participant understands that the foregoing waivers and indemnities are a material inducement to EnergyX Fitness to allow Participant to receive services that EnergyX Fitness is expressively relying on, such waivers and indemnities in allowing Participant to receive the services, and that but for such waivers and indemnities participants would not be permitted to receive the services.

**Activity Risk:** Any strenuous athletic or physical activity involves certain risk. Participant assume risk of any and all accidents or injuries of any kind that may be sustained by, or in connect with, use of EnergyX Fitness classes or facilities. EnergyX Fitness cannot guarantee that any facility or equipment is free or risk. Participant agrees to use care in the use of EnergyX classes and facilities, and to protect against accidents by other participants. EnergyX Fitness reserves the right, in its sole discretion, to cease to provide services, stop working with, and/or remove any person(s) who EnergyX Fitness in its sole discretion feels presents potential harm, danger, or disruption to themselves or anyone around them while engaging in any training or receiving any other services.

**Medical Recommendation**: Participants should consult with his/her physician or have a physical examination before enrolling in or participating in any of EnergyX Fitness classes and/or using EnergyX Fitness’s premises, facilities, equipment, or services especially if the participant is elderly, pregnant, has a history of heart disease, high blood pressure, or other chronic illness, or is unaccustomed to physical excursion or has other physical limitations.

**Participant Health Guarantee:** Participant represents that (i) there are no medical or physical conditions that would preclude his/her use of EnergyX Fitness classes or facilities, (ii) he/she has not been instructed by any physician not to use EnergyX Fitness classes and facilities (iii) he/she is in good health and has no disability, impairment, injury, disease or ailment preventing him/her from engaging in active or passive exercise or which would cause increase risk of injury or adverse health consequences as a result of exercise. In addition, if in the opinion of EnergyX Fitness staff, participant would be at physical risk using the classes and facilities, Participant will be denied access to EnergyX Fitness classes and facilities until Participant furnishes EnergyX Fitness with an opinion letter from a medical doctor, at Participant’s soul expense, specifically addressing EnergyX Fitness’s concerns, and stating the EnergyX Fitness’s concerns are unfound. If participants declines to obtain such a letter, Participant will not be permitted to use the classes and facility of EnergyX fitness.

**Medical Release:** Participant acknowledges and agrees that receiving the services subjects participant to the risk of physical illness or injury (minimal, serious, catastrophic and/or death) and that Participant acknowledges that he/she is assuming the entire risk of such illness or injury by receiving the services. In the event of such illness or injury, Participant authorizes EnergyX Fitness to obtain necessary medical treatment of Participant and hereby releases and hold harmless Releasees in the exercise of this authority. Participant further acknowledges and understands that he or she will be responsible for any and all medical and related bills that may be incurred by Participant for any illness of injury that he or she may sustain in connection with the services and while traveling to and from the site for the services whether or not the services are actually rendered.

**Participant (and if applicable, Participants parent or legal guardian if Participant is under the age of 18) hereby represents and warrants (i) he/she has read this participant waiver and release form in its entirety and fully understand its content; (ii) is aware that this participant waiver and release form releases the Releasees from liability and contains an acknowledgement of his/her voluntary and knowing assumption of the risk of injury or illness, and (iii) further acknowledges that nothing this participant waiver and release form constitutes a guarantee that the services will be fully or partially rendered.**

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

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

Any dispute that may arise about this agreement will be held in jurisdiction in the State of Texas under the Federal law of Bexar County.