

Corvallis Fitness Adventures

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WAIVER OF LIABILITY, INDEMNITY AGREEMENT, AND ASSUMPTION OF RISK

Waiver: In consideration of permission to use, today and on all future dates the property, facilities, and services of Corvallis Fitness Adventures (CFA) I, on behalf of myself, my heirs, personal representatives, or assigns, do hereby release, waive, discharge No Boundaries Fitness Adventures, its directors, officers, employees, volunteers, interns, independent contractors, and agents from liability, and covenant not to sue, from any and all claims arising from the ordinary negligence of **CFA** or any of the aforementioned parties. This agreement applies to (1) personal injury (including death) from accidents or illnesses arising from the participation in CFA activities including, but not limited to, organized activities, group classes, observation, and individual use of facilities, premises, or equipment; and to (2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification and Hold Harmless: I agree to HOLD HARMLESS AND INDEMNIFY Corvallis Fitness Adventures (NBFA) from all claims resulting from negligence and to reimburse any expenses incurred by CFA in investigating and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that CFA is not responsible for the injury or loss. **Severability and Venue:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in Oregon.

Acknowledgement of Understanding: I have read this waiver of liability and indemnification agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law in the State of Oregon.

Signature of Client

Date

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Corvallis Fitness Adventures (NBFA) has facilities for and provides for activities such as weight lifting, walking, jogging and running, aerobic activities, and athletic activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity, which places stress on the cardiovascular system. The specific risks vary from one activity to another, but in each activity the risks range from (1) minor injuries such as scratches, bruises and sprains to (2) major injuries such as loss of sight, joint or back injuries, concussions, and heart attacks to (3) catastrophic injuries including paralysis and death. I understand that medical clearance is recommended before beginning any exercise program and that consultation with my physician to gain clearance to begin a fitness program is my responsibility and highly recommended.

I have read the previous paragraph and I know the nature of the activities at CFA, I understand the demands of those activities relative to my physical condition and skill level, and I appreciate the types of injuries, which may occur as a result of activities made possible by CFA. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Acknowledgement of Understanding: I have read this assumption of risk and fully understand its terms. I acknowledge that I am signing freely and voluntarily and intend my signature to signify a complete assumption of the inherent risks of participating in or observing physical activities at Corvallis Fitness Adventures to the greatest extent allowed by law in the State of Oregon.

Signature of Client

Date

Corvallis Fitness Adventures