

## PORT FRANKS GETAWAY WELLNESS AREA & GYM WAIVER OF LIABILITY & RELEASE

Because heat therapy and physical exercise can be strenuous and subject to risk of serious injury, Port Franks Getaway urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity or heat therapy. You agree that if you engage in any physical exercise or activity, or use any gym amenity or wellness facilities on the premises or off premises, you do so entirely at your own risk. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness, or death. We are also not responsible for any loss of your personal property.

This waiver and release of liability includes, without limitation, all injuries which may occur as a result of:

- 1) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction;
- 2) the sudden and unforeseen malfunctioning of any equipment;
- 3) entering, using the hot tub or sauna
- 4) your slipping and/or falling while in the building, or on the premises, including adjacent sidewalks and parking areas;
- 5) contact with other participants;
- 6) the effects of the weather, including high heat and/or humidity; and all other such risks being known and appreciated by me.

I/We hereby acknowledge my responsibility in communicating any physical and psychological concerns that might conflict with participation in activity. I/We acknowledge that I am physically fit and mentally capable of performing the physical activity I choose to participate in. After having read this waiver and knowing these facts, and in consideration of acceptance of my participation and Port Franks Getaway furnishing services to me, I agree, for myself and anyone entitled to act on my behalf, to HOLD HARMLESS, WAIVE AND RELEASE Port Franks Getaway, its owner, its officers, agents, employees, organizers, representatives, and successors 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 the facility for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the facility, its agents, and employees.

If any portion of this release from liability shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect, and the offending provision of provisions severed here from.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

Participant's Name (Please Print): \_\_\_\_\_

Participant's Name (Please Print): \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

In case of emergency, contact: \_\_\_\_\_

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

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