



6087 Hickory Ridge Mall, Ste. 340, Memphis, TN
Main: 901-467-7188

Participant Waiver and Release of Liability Form

In consideration of my use of the exercise equipment, facilities and training services provided by Elite Performance Foundation, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the company and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of Elite Performance Foundation.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge Elite Performance Foundation, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said training, equipment and facilities.

I expressly agree to indemnify and hold the Elite Performance Foundation harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for safety and wellbeing of my guest and myself. I understand that Elite Performance Foundation does not always provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by Elite Performance Foundation employees and volunteers regarding the use of the training, facilities, and equipment. I agree to always conduct myself in a controlled and reasonable manner, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that training and the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that Elite Performance Foundation is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my training and use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Print Name: _____ Signature: _____ Date: _____