

WAIVER, RELEASE AND INDEMNITY AGREEMENT

The undersigned desires to use the fitness equipment and facilities of The Pit Barbell Club, Inc. {the "Pit"}. As a condition of use of the same and to my membership, I acknowledge and agree that:

1. I have fully acquainted myself with the rules and regulations of the Pit and its equipment and facilities, and I agree to abide with such rules and regulations.

2. I understand and acknowledge that there is a possibility of accidental physical bodily injury or death in the activities in which I have chosen to participate at the facilities of the Pit. Fully understanding these matters, I assume full responsibility for the risk of accidental physical bodily injury or death which I may suffer while participating in any and all activities at the Pit. I fully release the Pit, its officers, directors, employees, partners, and managers from any liability for accidental physical bodily injury or death while participating in these activities. I bind my heirs, representatives, and assigns by this Waiver, Release and Indemnity Agreement.

3. I further agree to release, indemnify and hold harmless the Pit and/or Athletic Performance, LLP, its officers, directors, employees, partners, and managers from and against any claims, loss, damages, and liability on account of or arising out of my activities at the Pit.

Printed Name: _____

Signature: _____

Date: _____

Phone Number: _____

Witness: _____