



1933 Springfield Ave, Maplewood, NJ 07040  
1-866-TheGymM  
www.thegymmaplewood.com

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#### WAIVER AND RELEASE

You, for yourself or as the parent or guardian of the minor child that plans to participate in an activity (hereafter referred to as "Participant/Parent"), for valuable consideration given, the receipt and sufficiency of which is hereby acknowledged, do hereby waive and release the following rights:

1. WAIVER.

The Participant/Parent releases The Gym Maplewood and (hereafter referred to collectively as the "Facility"), and all of its agents, employees, independent contractors, equipment suppliers, and members from any claims or responsibility for injuries suffered by the Participant/Parent in any activities or events conducted by the Facility, whether occurring within or outside of the Facility. The Participant/Parent knowingly assumes all risks associated with participation, even if arising from negligence of the participants or others, and assumes full responsibility for the Participant/Parent (or its child's) participation today and all future dates.

2. CERTIFICATION

The Participant/Parent, certifies that: (i) the Participant/Parent is at least 18 years of age or has reached the age of majority in the jurisdiction in which it lives or resides, and (ii) it is, or its child, is good physical condition and can participate in sports and related activities, and further agrees and warrants that at any time the Participant/Parent believes conditions to be unsafe, the Participant/Parent will immediately discontinue further participation for itself or its child in the activity. If an emergency arises, the Participant/Parent authorizes Facility's staff to request and/or administer medical treatment to the Participant/Parent, or its child, if and as necessary.

3. ASSUMPTION OF INHERENT RISKS.

The Participant/parent for itself or its child understands that all activities of Facility include inherent risks that cannot be totally eliminated regardless of the care taken by the Facility. The Participant/Parent acknowledges, understands, and appreciates the types of injuries inherent in the Facility's activities, and hereby knowingly assumes all inherent risks of such activities. Furthermore, the Participant/Parent, on behalf of itself, its spouse, heirs, personal representatives, and assigns (collectively "Releasing Parties") does hereby knowingly and voluntarily, fully and forever, waive, release, discharge and covenant not to sue the Facility for alleged liability from any and all claims arising from the ordinary negligence of the Facility and any of its current and former principals, directors, officers, employees, agents and representatives ("Protected Parties").

4. SCOPE.

This agreement applies to personal injury, including death, from the incidents or illnesses arising from participation in the Facility's activities including, but not limited to recreational, practice, or competitive activity: events: organized or individual training and conditioning activities; tests; classes and instruction; individual use of facilities, equipment, restroom area, and all premises, or attendance at such activities whether or not as a participant, including the associated sidewalks and parking lots, and to any and all claims resulting from the damage to, loss of, or theft of property (the inclusive activities).



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5. INDEMNIFICATION.

The Participant/Parent also agrees to hold harmless, defend, and indemnify the Facility that is, defend and pay any costs, including damages awarded, investigation costs, reasonable attorney's fees, and related expenses from any and all claims arising from the Participant/Parent's or its child's participation in the activities at the Facility. The Participant/Parent further agrees to hold harmless, defend, and indemnify the Facility against any and all claims of co-participants, rescuers, and others arising from the conduct of the Participant/Parent or its child in such activities.

6. CLARIFYING CLAUSES.

The Participant/Parent confirms that this waiver supersedes any and all previous oral or written promises or agreements relating to the subject matter herein. The Participant/Parent understands that this is the entire agreement between the Facility and itself regarding waiver and acceptance of risk, and cannot be modified or changed in any way by representations or statements by any agent or employee of the Facility. The Participant/Parent understands the foregoing assumption of risk, waiver of liability, and indemnification agreement is intended to be as broad and inclusive as permitted by the laws of the State of New Jersey, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect, and if legal action is brought, the appropriate trial court for the County of Essex, in the State of New Jersey, has the sole and exclusive jurisdiction and that only the substantive laws of the State of New Jersey, shall apply.

7. ACKNOWLEDGEMENT AND UNDERSTANDING.

The Participant/Parent acknowledges that it has read and understands this agreement. The Participant/Parent acknowledges and understands that it is giving up substantial rights, including the rights of its child to sue for damages in the event of death, injury, or loss. The Participant/Parent acknowledges that it is voluntarily agreeing to these, conditions, waivers and releases and intends this agreement to be complete release of all liability, including that due to ordinary negligence by the Protected Parties, to the greatest extent allowed by the laws of the state of New Jersey

Finally, the Participant/Parent takes full responsibility for knowing and abiding by the rules of the Facility and understands and acknowledges that if it does abide by the rules of the Facility it risks being banned from the facility and having all of its money forfeited.