

Prime Time Fitness, Inc.
2120 Middle Street
Sullivan's Island, SC

AGREEMENT AND RELEASE OF LIABILITY

To be completed by all clients or other individuals wishing to participate in fitness and exercise activities in the PrimeTime Fitness facility and programs prior to their participation and/or use of any equipment

Release of Liability

I, _____, do hereby waive, release, and forever discharge PrimeTime Fitness, Inc., and its shareholders, directors, officers, employees, agents, servants, and instructors (hereinafter "Releasees") from any and all responsibility for or liability for injuries or damages resulting from my participation in any activities and/or use of equipment or machinery in those activities whether or not under the direction of, in the presence of, or at PrimeTime Fitness, Inc. or elsewhere. I do also hereby release Releasees from any responsibility or liability for any damage or injury to myself, including, but not limited to, those caused by negligent or grossly negligent acts of omission or commission by them, or in any way arising out of or connected with my participation in the activities of or the use of any equipment at PrimeTime Fitness, Inc. or elsewhere.

Therefore, I am releasing PrimeTime Fitness, Inc., and everyone associated with it, from any responsibility in the event of accident or injury in an exercise session resulting from anything I do with or learn from any staff member.

_____(Please initial)

Assumption of Risk

I understand and am aware that strength, flexibility, and aerobic exercises, including the use of equipment, are potentially hazardous activities. I also understand that fitness activities involve a risk of injury and even death. I accept that risk and acknowledge that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I understand that equipment fails, can be improperly set up, or used improperly and I accept that risk. I understand that mistakes may be made in exercising and in the use of equipment. I hereby assume and accept any and all risks of injury or death, and therefore release Releasees of any responsibility or liability for any such event.

Therefore, I know that exercise and the use of exercise equipment carries with it all sorts of risks, and I am agreeing to give up any right I have to sue PrimeTime Fitness, Inc., and everyone associated with it, for acts or omissions that result in any injuries I may sustain.

_____(Please initial)

Health Status Affirmation

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in the activities sponsored by or at PrimeTime Fitness, Inc., and Releasees, including the use of equipment or machinery. I do hereby acknowledge that I have been informed that I should seek a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that in addition to that it has been recommended that I have at least a yearly physical examination and consultation with my physician as to physical activity, exercise, and use of exercise and training equipment so that I might have his/her recommendations concerning these fitness activities and equipment use. I acknowledge that I have discussed this with my physician who has approved this, had a physical examination, and been given my physician's permission to participate, or that I have decided to participate in activities and use of equipment and machinery without the approval of my physician. I hereby assume and accept any and all risks of injury or death, and therefore release Releasees, of any responsibility or liability for such events that may occur as the result of my participation in activities and utilization of equipment and machinery in these activities.

Therefore, I am participating in this exercise program, including the use of exercise equipment or machinery, with knowledge of the importance of my obligation to make sure I am physically fit to do so. At this point, there is no medical reason why I should not participate in this exercise program, and if there is, I am doing so with my doctor's clearance. Should there arise a medical reason for me not to participate, I will make my own decisions about whether to participate in any more exercise programs, including the use of exercise equipment or machinery.

_____(Please initial)

Use of Unsupervised Facility

I realize, and I have been told by one or more Releasees, that if I choose to exercise/engage in activity during periods when the facility is not supervised or monitored on a real-time basis, I am increasing the risks to me related to the occurrence of adverse events and may preclude the provision of timely emergency response, and I have determined to engage in such activity anyway, without supervision and/or real-time monitoring, and assume all the risks related thereto, including the possibility of injury, enhanced injury or greater/more severe injury or even death. I hereby release, discharge, and acquit Releasees from any claims or causes of action related to my use of the facility and its equipment, and the lack of emergency response or timely emergency response to me if I were to need such, whether or not related to the ordinary or gross negligence of those released hereby or anyone else. I hereby expressly assume all such risks.

Therefore, when I choose to enter Prime Time Fitness and use the facility when it is not supervised or monitored in real-time, I do so understanding that exercise and the use of exercise equipment without supervision carries with it all sorts of risks above and beyond those risks associated with the supervised use of exercise equipment, and I am agreeing to give up any right I have to sue Prime Time Fitness, Inc., and everyone associated with it, for any injury or damage I sustain.

_____ (Please initial)

Lack of EMS Response

I have been informed by Prime Time Fitness that public emergency medical services (EMS) are available to provide emergency response service in the event it is needed during periods of supervised and unsupervised use – but only if I, or someone else present during such times, call or summon them and they respond. I hereby determine to proceed to engage in exercise activity at Prime Time Fitness, fully knowing and appreciating the risks arising from the non-use of an AED, or from the lack of personnel trained in CPR, on the premises should I suffer an event that would be responsive to the use of such a device or such response. I understand that the risks include the possibility of injury, enhanced or greater/more severe injury, disability or even death, and hereby release, discharge, and acquit Releasees from any claims or causes of action related to my use of the facility and its equipment during both supervised and unsupervised times when emergency response services, including use of an AED and/or CPR, may not be available to me if I need the same, regardless of whether or not such injury, enhanced or greater/more severe injury, disability or even death is related to the ordinary or gross negligence of those released hereby or anyone else. I hereby expressly assume all such risks.

_____ (Please initial)

Therefore, when I choose to enter Prime Time Fitness and use the facility, I do so understanding that there may be no one on the premises to summon EMS personnel or to administer emergency medical care, and I am agreeing to give up any right I have to sue Prime Time Fitness, Inc., and everyone associated with it, for any injury or damage I sustain.

For good and valuable consideration, including the agreement of Releasees to teach me and/or allow me to train on their equipment and utilize their facility, I am entering this agreement for the duration of present and future participation.

Signature

Date