



Release, Waiver of Liability and Indemnity Agreement

In consideration for being allowed to use Columbia Association, Inc.'s ("CA") facilities and equipment, participate in any of CA's classes and programs or avail myself of CA's services, **I hereby release CA, its officers, employees, instructors, trainers, agents or representatives (the "Releasees") from all liability** to the undersigned, my personal representatives, assigns, heirs and next of kin for any and all present and future claims for any loss, damage, theft of personal property, personal injury or death, whether caused by the negligence of the Releasees or otherwise, arising as a result of my use of CA's facilities or equipment, participation in any of CA's classes or programs or receipt of any CA services, including personal training services. **I further waive and covenant not to sue Releasees for any such claims.**

I understand that physical exercise and activities and participation in sport and fitness classes and programs involve certain risks, including, but not limited to, death, serious neck and spinal injuries, heart attacks, injury to bones, joints, muscles, tendons and other injuries to musculoskeletal and cardiorespiratory systems. I am voluntarily participating in activities, exercise, classes and programs at CA facilities with knowledge of the dangers involved and hereby agree to accept any and all inherent risks of bodily injury, death or property damage.

I further agree to indemnify and hold harmless the Releasees from any loss, liability, damage or cost, including attorneys' fees, they may incur due to my use of CA facilities or equipment, or participation in any of CA's classes or programs, or receipt of any CA services, including personal training services, whether caused by the negligence of the Releasees or otherwise.

I further agree that this Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Maryland and that if any portion hereof is held invalid, the remainder of the Agreement will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in Howard County, Maryland.

I affirm that I am of legal age and am freely signing this Agreement. **I have read this Agreement and fully understand that I am giving up legal rights and remedies that I might have now or in the future.**

If the participant is a minor, I affirm that I am of legal age and am the parent or legal guardian of that minor. **On behalf of the minor, I have read this Agreement and fully understand that I am giving up legal rights and remedies that I, my spouse, a legal guardian for the minor, or the minor might have now or in the future.**

Signature (Parent, Guardian, or Guest Sign Here)

Date

Name of Minor (Print)

Member Name (Print)

ID Number