

Access Card # _____



Waiver and Release of Liability

I, the undersigned, am aware that there are significant risks involved in all aspects of fitness-related activities. These risks include, but are not limited to, falls which can result in serious injury or death; injury or death due to negligence on the part of myself, fellow attendees, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains. I am aware that any of these above-mentioned risks may result in serious injury or death to myself and/or others. I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity. I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered at 319 Clematis Street, West Palm Beach, FL 33401 (the "Property"), I, the undersigned, hereby release MCM 319 Clematis, LLC (the owner of the Property) and its affiliated entities, including, but not limited to, Morning Calm Management, LLC, and each of their respective partners, members, directors, officers, employees, and agents (the "Released Parties") from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

I recognize that there is risk involved in the types of activities offered at the Property. Therefore, I accept financial responsibility for any injury that I may cause either to myself or to any other participant. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorneys' fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless the Released Parties from liability for the injury or death of any person(s) and damage to property that may result from my acts or omissions while participating in activities offered at the Property. This may include, but is not limited to, parking areas, recreational areas, and any areas adjacent to the main building, and/or any area selected for activities.

In consideration of being permitted to use the facilities and participate in activities at the fitness center, I, the undersigned, understand and agree to the following:

1. **Safe Use of Equipment:** I acknowledge that it is my responsibility to use all fitness equipment safely and as intended by the manufacturer. I commit not to drop or throw weights, understanding that such actions can cause damage to the equipment and might result in injury to myself or others.
2. **No Visitors:** I will not let any person into the fitness center who has not signed an agreement similar to this one with the owner and manager.
3. **Volume Awareness:** I will be considerate of others when playing music or any other audio. Audio devices will only be used with headphones.
4. **Appropriate Behavior:** I pledge not to use any equipment in a manner that isn't its primary intended purpose or in any way that could be deemed inappropriate or potentially harmful.
5. **No Overnight Storage:** I understand that I cannot store my personal items in the lockers provided by the fitness center overnight. Any items left overnight may be removed and discarded by the fitness center staff. The fitness center will not be responsible for any lost or stolen items.

Notwithstanding anything herein to the contrary, I agree that my access to the fitness center may be revoked by the owner or manager for any reason whatsoever. I have read and understood the foregoing assumption of risk and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my acts or omissions.

Signature of participant: _____

Print Name: _____

Date: _____