

**ASSUMPTION OF RISK & RELEASE OF LIABILITY**

PLEASE READ CAREFULLY AND FILL OUT COMPLETELY FOR EACH PARTICIPANT  
The information must be printed legibly

NAME: \_\_\_\_\_

**CHILD UNDER 18 YEARS:**

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

AGE: \_\_\_\_\_

PHONE: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**CRBRHA Enterprises, LLC urges all members and guests to obtain a physical examination from a medical professional before engaging in any exercise or fitness activity.**

I am eighteen years or older, or the legal guardian of the minor identified above. In consideration of being permitted access to and use of the gym facilities (the “Gym”) and related services operated by CRBRHA Enterprises, LLC (“CRBRHA Enterprises”), the rate charged for such access and use, and the opportunity to use the Gym and participate in the Activities (defined below), I hereby acknowledge and agree on behalf of myself and/or the minor identified above (“Participant”), and our respective heirs, assigns, personal representatives and estates, as follows:

1. I understand exercise and fitness activities and the use of gym facilities such as the Gym (collectively, the “Activities”) have certain known risks and unknown risks, including risks of **BODILY INJURY, DEATH, TEMPORARY or PERMANENT DISABILITY, PARALYSIS, and PAIN and SUFFERING**. The risks include, but are not limited to, risks inherent in participation in the Activities. I understand that these risks may arise from my own or other’s actions, inaction, or negligence, and that many of these risks are essential to the Activities and, therefore, cannot be eliminated. The following describes some, but not all, of the things that may cause bodily injury, death, temporary or permanent disability, paralysis, and pain and suffering:

- Equipment failure and improper use of equipment
- Failure to maintain equipment and facilities
- Persons exceeding their skills or physical condition
- Collisions with others, the floor or objects
- Getting clothing and bodily parts caught in equipment or crushed by equipment
- Tripping, slipping, and falling
- My own negligence
- The negligence of others, including CRBRHA Enterprises
- Dehydration, exhaustion, strains, cramps, & fatigue
- Inadequate Gym staff training or supervision
- Failure to give adequate warnings or instruction
- Failure by persons to follow instructions
- Unavailability of immediate medical care

2. I agree that Participant’s participation in the Activities is **VOLUNTARY** and based on my independent assessment of the risks involved. By signing this document, I acknowledge **PARTICIPANT IS ULTIMATELY RESPONSIBLE** for Participant’s own safety during participation in the Activities, including use of Gym equipment and facilities.

3. I understand that certain minimum skills, capabilities, physical and mental health, and fitness are required in order to participate in the Activities. I promise that Participant possesses these.

4. Participant is in good health and is capable of engaging in strenuous exercise activities.

5. Participant does not have any condition and is not taking any medications that might limit participation in the Activities or place Participant in any heightened danger from any of the risks described above. If Participant is pregnant, or becomes pregnant, or if Participant is post-natal or post-surgical, or has any other significant health condition or physical limitation, my signature verifies that Participant has physician approval to participate in the Activities.

CRBRHA Enterprises, LLC - Gym

6. If Participant participates in any classes or instruction, I will make the instructor aware of any medical conditions or physical limitations before class.

7. If Participant experiences pain or discomfort, Participant will listen to Participant’s body, discontinue the Activities, and ask for assistance.

8. By signing below, I am giving consent for medical treatment to CRBRHA Enterprises, and its employees and agents, in an emergency situation. I understand that staff are not trained medical personnel.

9. I agree that should medical treatment become necessary, the expenses are my **SOLE RESPONSIBILITY**.

**10. ASSUMPTION OF RISK. I hereby voluntarily assume all known and unknown risks of bodily injury, death, temporary or permanent disability, paralysis, and pain and suffering, arising from or in any way connected with my participation in the activities, including use of the Gym.**

**11. RELEASE OF LIABILITY AND INDEMNIFICATION. I hereby voluntarily release, and agree to indemnify, defend and hold harmless CRBRHA Enterprises, LLC and its member, and their respective directors, officers, employees and agents, contractors, subcontractors and insurers (“Releasees”), from any and all liability, claims, demands, causes of action, damages and costs, including reasonable actual attorneys’ fees and expenses (“Claims”), which arise from or are in any way connected with my participation in the Activities, including use of the Gym, including any claims arising from the negligent acts or omissions of Releasees.**

**12. COVENANT NOT TO SUE. I further agree not to sue, or authorize anyone to sue, Releasees, and agree not to participate in any lawsuit, whether based on negligence or otherwise, for property damage, personal injury, or death, against Releasees, arising from or related to Participant’s participation in any Activities, including use of the Gym.**

13. I agree that this Assumption of Risk and Release of Liability shall be governed by the laws of the State of Alaska without regard to conflict of laws principles. I further agree that jurisdiction for any dispute relating to this release shall be exclusively in the state and federal courts located in Glennallen, Alaska.

**I UNDERSTAND THE EFFECT OF MY SIGNING THIS DOCUMENT IS THAT IF PARTICIPANT IS INJURED OR DIES I WILL HAVE NO RIGHT TO FILE A LAWSUIT AGAINST CRBRHA ENTERPRISES, LLC OR ITS MEMBER, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, CONTRACTORS, SUBCONTRACTORS AND INSURERS, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY, DEATH, OR OTHER HARM. I UNDERSTAND THAT I AM FORFEITING IMPORTANT LEGAL RIGHTS. I UNDERSTAND THAT THIS DOCUMENT IS WRITTEN TO BE AS BROAD AS LEGALLY PERMITTED BY LAWS OF THE STATE OF ALASKA. I AGREE THAT IF ANY PORTION IS HELD INVALID OR UNENFORCEABLE, I WILL CONTINUE TO BE BOUND BY THE REMAINING TERMS.**

**I HAVE READ THIS DOCUMENT AND I AGREE TO BE BOUND BY ITS TERMS.**

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_