

WAIVER AND RELEASE OF LIABILITY
****read this document carefully before signing****

In consideration of being allowed to participate in any way in the golf instruction and related programs, events, and activities (“Instruction”) at Fit Motion Lab and (G)MASES gym (the “GYM”), the undersigned acknowledges and agrees that:

Even though the gym has taken precautions to minimize the potential risk of injury from errant golf shots, swings of golf clubs, and equipment malfunction, there remains a potential risk of injury from the Instruction that may not be mitigated in every event, such that there is a risk of serious injury; and THE UNDERSIGNED KNOWINGLY AND FREELY ASSUMES ALL RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE GYM or its owners, employees, agents, or invitees, and assumes full responsibility for the undersigned’s participation; and

The undersigned willingly agrees to comply with the stated and customary terms and conditions for participation in Instruction at the Gym. The undersigned agrees that if the undersigned observes any unusual hazard during the undersigned’s presence or participation at the Gym, the undersigned assumes the duty to remove himself/herself from participation and bring said hazard to the attention of the Gym’s staff immediately; and the undersigned, for himself/herself and on behalf of his/her heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Gym and its owners, members, managers, officers, officials, employees, agents, invitees, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the Instruction (collectively, the “Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

THE UNDERSIGNED HAS READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT THE UNDERSIGNED HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNS IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Parent’s / Client’s Full Name _____

Parent’s / Client’s Signature _____

Children’s Full Name _____

Today’s Date _____ / _____ / 20_____