



Brien Shamp's Boot Camps, Personal Training and Nutrition, Inc.
603 Harbor Boulevard, Belmont, CA 94002
Phone: (650) 654-4604 Fax: (650) 654-4604

GUEST CARD

Date: _____ **Guest's Name:** _____

Address: _____

Phone (work) _____ **(home)** _____ **E-mail** _____

Minor's Name: _____ **Relationship to Signatory:** _____

Minor's Name: _____ **Relationship to Signatory:** _____

Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement ("Release")

I, on my own behalf, and behalf of all others who are listed as Guests above, including my minor and/or unborn children, and my and their personal representatives, assigns, successors, heirs, and next of kin, (hereinafter collectively referred to as "the Releasers"), acknowledge and agree that the use of the facilities, services, equipment or premises of Brien Shamp's Boot Camps, Personal Training and Nutrition, Inc. (the "Club") by myself or any of the Releasers involves risk of injury to persons and property, and the Releasers assume full responsibility for such risks for myself/themselves. In consideration of being permitted to enter the Club's facilities or receive any services offered by the Club, for any purpose, including, but not limited to, observation, use of facilities, services, or equipment, or participation in any way, the Releasers agree to the following: the Releasers are authorized to, and do hereby release and hold the Club, and its directors, officers, shareholders, parents, subsidiaries, employees, agents, managers, independent contractors, and insurers harmless from all liability to all the Releasers, and any of their personal representatives, assigns, heirs and next of kin for any loss or damage sustained by any of the Releasers. The Releasers hereby waive any claim or demands therefore based on, or on account of, any injury or death to any of the Releasers and property damages or losses sustained by any of the Releasers, whether caused by the active or passive negligence of the Club or otherwise, while any of the Releasers is in, upon, or about the Club's premises, or while using the Club's facilities, services, or equipment. The Releasers agree and acknowledge that they have entered into the Agreement for use of the Club's facilities primarily for recreational purposes and not for a specific piece or type of equipment or training methodology

This release of liability includes, but is not limited to, claims based on the following: the Club's improper maintenance of its equipment (mechanical or otherwise), grounds or facilities, the club's negligent instruction or supervision, including personal training, or inadequate security or staffing, the Releasers' use of the Club's facilities, services, or equipment, and/or slipping or tripping anywhere in or about the Club. Such facilities and services include, but are not limited to: exercise equipment, exercise rooms, locker rooms, nutrition counseling and services, hypnotherapy, sidewalks, parking lots, stairs, or property owned by third parties where the Club offers training services. Such risk of injury includes, but is not limited to injuries arising from the participation by any of the Releasers, or others in supervised or unsupervised activities at the Club, injuries and medical disorders, including, but not limited to death, heart attacks, strokes, heat stress, sprains, broken bones, and injured muscles and ligaments, among others, arising from exercising, any recreational use of any of the Club's facilities, or otherwise, or while participating in any of the Club's programs, classes, services or activities, and accidental injuries.

I represent that I am in good physical condition and have no medical condition or impairment that might prevent my use of the Club's facilities or services. I represent that I have not been advised by any physician or other health care professional to refrain from participating in any of the Club's activities or programs. I acknowledge that the Club did not give me any medical advice at any time relating to my physical condition and ability to use the Club's facilities. If I have any medical concerns, those concerns should be discussed with a physician before using the Club's facilities. I acknowledge that neither the Club, nor any of its owners, employees, or agents are licensed medical practitioners, and that their advice is therefore limited in scope and is not a substitute for medical supervision and advice.

I also agree to indemnify and hold the Club harmless from any loss, liability, damage or cost that the Club may incur due to the presence of any of the Releasers in, upon, or about the Club's premises or in any way observing or using any of the Club's facilities, services or equipment, whether caused by my negligence or otherwise. I further expressly agree that this Release is intended to be as broad and as inclusive as permitted by the law of the state of California, and that if any portion of this Release is held invalid, then it is agreed that the remainder of this Release shall continue in full force and effect. I know, understand and appreciate that use of the Club's facilities and services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid any injuries or damages. I hereby assert that their participation is voluntary and I knowingly and expressly assume all such risks.

I acknowledge that I have carefully read this Release and fully understand that it is a release of liability, and express assumption of risk and indemnity agreement. I am aware and agree that by executing this Release, I, and all of the Releasers are giving up any rights I or any and all of the Releasers may have to bring a legal action or assert a claim against the Club for its active or passive negligence, or for any defective product on its premises.

I represent that I have the actual authority to, and do hereby enter into this Release on my behalf and as an authorized agent, or parent or legal guardian for all of the Releasers. I have read and voluntarily signed this Release and I further agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made to me.

Guest Signature: _____ **Date:** ____ / ____ / ____