

JUNO FITNESS RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (“Release”) is executed this _____ day of _____, 20____, by _____ (the “Participant”) in favor of Juno Fitness LLC and its directors, officers, employees, agents, shareholders, successors and assigns (“Juno fitness LLC”). I, the participant, have been offered to enter and use the health and fitness facility located at 3007 Sacramento St., Berkeley, CA. My use of the Facility may include, but is not limited to, engaging in individual exercise, personal training sessions, classes and organized team events (the “Activities”). I understand and acknowledge that my participation in the Activities is **completely voluntary**. In consideration of being permitted to use the Facility and participate in the Activities, on behalf of heirs, my personal representatives, assigns, or myself I hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. **Waiver and Release.** I hereby release and forever discharge and hold harmless Juno Fitness LLC and its trainers from any and all liability, obligations, claims, negligence, demands, and causes of action, of whatever kind of nature, either in law or equity, which may arise in any way from my use of the Facility or participation in the Activities, including, but not limited to any bodily or other injury, illness, death, or property damage that may result from my use of the Facility or participation in the Activities. I understand and agree that Juno Fitness LLC and its trainers do not assume any responsibility or obligation to provide financial assistance or other assistance, including but not limited to, medical, health, or disability insurance, in the event of injury, illness, death, or property damage.

2. **Assumption of Risk.** I understand that my use of the Facility and participation in the Activities may be hazardous to me or inherently dangerous and create risks of personally injury and loss of personal property. I hereby expressly and specifically assume the risk of injury, harm or damages of whatever nature caused by Juno Fitness LLC and its trainers, other persons or me, from my use of the Facility or participation in the Activities. By signing below, I acknowledge and agree that, to the best of my knowledge, I am in good health and in proper physical condition to participate in the Activities and that, if I have any concerns regarding my physical ability to participate, I should discuss them with my physician or other medical provider prior to the Activities.

3. **Insurance.** I understand that if I am injured during the course of my use of the Facility or participation in the Activities, I have no expectation that I will be covered by Juno Fitness LLC’s insurance and therefore I should maintain appropriate medical, health, and all other applicable insurance for my own benefit.

4. **Authorization to Use Name and Picture.** By initialing below, I authorize Juno Fitness LLC and its trainers to record any or all of my participation in the Activities and to use my name, picture and/or likeness for advertising, publicity, promotional, trade or commercial purposed, whether utilized in print or electronic media, television, video, film, radio or otherwise, without further approval, review, compensation or reimbursement of any kind due to me. **Participant Initials** _____

5. **Other.** I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law, and that this Release shall be governed by and interpreted in accordance with the laws of California. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such a clause or provision shall not otherwise affect the remaining provisions of this Release.

By signing below, I acknowledge that I have read and understand this Release, and agree to its provisions.

Signature of Participant

Date

Name

Phone