

# PLX FIT CLUB LIABILITY & MEDICAL RELEASE AGREEMENT

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(Print Participant's Name)

**Assumption of Risk:** I hereby expressly consent to my use of the fitness center and/or participation in a fitness class or training session. I acknowledge that such participation will necessarily involve participation in exercises that may be physically demanding and can subject the participant to stress, anxiety, physical injury and other possible hazards.

I understand that the activity involves inherent risk of INJURY—minor, serious or catastrophic. I voluntarily agree to expressly assume any and all such risk which may result from the activity, or which are in any way related to my participation in the activity and/or presence at PLX Fit Club.

I also hereby expressly agree to follow all PLX Fit Club rules of conduct, safety rules and instructions, including CDC Guidelines regarding COVID-19 prevention. I also hereby agree to inform management or instructor of conduct or a condition that might endanger myself or others.

**Release of Indemnity:** In consideration of the right to participate in the activity, I hereby indemnify, hold harmless and release from any legal liability PLX Fit Club and its trustees, employees, faculty, staff, agents, instructors, and all individuals assisting with the activity for injury or death caused by or resulting from my use of the facility, participation in the activity or in any way connected with my participation in all phases of the activity, whether such injury or death was caused by the alleged negligence of the above named, another participant, or any other person or cause. This agreement will apply for each and every day I engage in the activity without requiring me to sign an additional form for each day or activity.

In signing this Release Agreement, I understand that I am relinquishing substantial legal rights, including the right of financial recovery for injury whether the injury results from the inherent risks of the activity or from the ordinary negligence of the provider. I further agree to defend and indemnify the facility owner for loss or damage, including any that result from claims or lawsuits for personal injury, death, or personal property damage, relating to my participation in an activity or use of the facilities or equipment.

**Medical Release:** I represent that I am in satisfactory physical condition to participate in the activity. I authorize any person connected with the activity or PLX Fit Club to administer any and all available first aid to me, as they deem necessary. I further authorize medical transportation to a medical facility or hospital for treatment necessary for my well-being, at my expense.

This agreement is governed by the laws of the State of Ohio, and exclusive jurisdiction shall be in the Circuit Court of the County of Summit, Ohio. If any part of the agreement is determined to be unenforceable, all other parts shall be given full force and effect. Each undersigned (individual, parent or guardian, and minor) bound by the terms of the agreement. This agreement shall be binding on the participant's assignees, subrogees, heirs, next of kin, executors and personal representatives.

**I have read and understood this Liability & Medical Release. I voluntarily agree to its terms:**

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Signature of Participant

Date of Birth

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Signature of Parent/Legal Guardian (if Participant is under 18)

Today's Date

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Emergency Contact Name (print)

Emergency Contact's Phone Number