

## PARALYSIS RECOVERY CENTER

### Consent, Waiver & Release of Liability

NextStep Fitness, Inc. is offering to the community an opportunity to utilize its physical fitness equipment and facility for the purpose of creating and maintaining a personal, physical fitness regimen. Prior to using the physical fitness equipment and facility, you must read, acknowledge and sign this consent and release of liability agreement.

I, [REDACTED] the client or on behalf of the client, ("Client" is defined to include myself, children, spouse, parents, heirs, assigns, personal representatives, guardians and estate) consent and affirmatively elect to use the physical fitness equipment, facility, and other services offered by NextStep Fitness, Inc. as described herein for the term as detailed in the Membership Agreement.

Prior to Client's use of the physical fitness equipment and facility, a NextStep Staff member will conduct Client's orientation to the physical fitness equipment and the facility. Client should consult with his or her physician prior to using the physical fitness equipment or facility and have the physician complete a Client Release to Participate form. The hours of operation for Client's use of the physical fitness equipment and facility are Monday through Friday, 10 A.M. to 6 P.M. excluding holidays, subject to variation (change/expansion).

By signing this agreement, Client expressly represents and acknowledges that he or she is in good health and is capable of full participation in a physical activity program. Furthermore, Client agrees to assume any and all: (1) risk of personal injury while using the physical fitness equipment and facility, participating in orientations, demonstrations, classes, or events, or involvement in any other services provide by NextStep Fitness, Inc. either at the facility or elsewhere (collectively, the "Activities"); and (2) risk of damage to any property of NextStep Fitness, Inc. including payment to NextStep Fitness, Inc. for the reasonable repair or replacement of such damaged property. In the event that Client is injured, Client agrees to assume any financial obligation, either through Client's personal health insurance, or through some other means, for any medical costs which Client incurs. NextStep Fitness, Inc. assumes no responsibility for any medical expenses, injury, or damage suffered by Client in connection with Client's involvement or participation in the Activities. Client further agrees to comply with the terms and conditions of the Membership Agreement, and any rules or regulations issued by NextStep Fitness, Inc. Client also agrees to indemnify, release and hold harmless NextStep Fitness, Inc. and any affiliate, associate, successors and assigns, as well as any trustees, officers, directors, employees, and agents (collectively, "NextStep Affiliates") from any and all claims, actions, suits, procedures, costs, expenses, damages, liabilities and losses, including attorney's fees, arising from or in any way connected or associated with Client's involvement or participation in the Activities. Should NextStep Fitness, Inc. or any NextStep Affiliates be required to incur attorneys' fees, expenses, and/or costs to enforce this consent, wavier and release of liability agreement, Client agrees to indemnify and hold NextStep Fitness, Inc. and any NextStep Affiliates harmless from all such fees, expenses, and/or costs.

Client further expressly agrees that this Consent, Waiver & Release is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

CLIENT HAS CAREFULLY READ THIS CONSENT, WAIVER AND RELEASE AND FULLY UNDERSTANDS ITS CONTENTS. IT IS THE INTENTION OF CLIENT BY SIGNING BELOW TO EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE UPON HIM/HERSELF, TO THE EXCLUSION OF NEXTSTEP FITNESS, INC. AND TO EXEMPT AND RELIEVE NEXTSTEP FITNESS, INC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR DEATH.

CLIENT IS AWARE OF THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THE ACTIVITIES, AND ACKNOWLEDGES THAT THIS IS A CONSENT, RELEASE OF LIABILITY AND A WAIVER OF CLIENT'S LEGAL RIGHT TO COLLECT DAMAGES IN THE EVENT OF INJURY, DEATH OR PROPERTY DAMAGE, WHICH CREATES A CONTRACT BETWEEN CLIENT AND NEXTSTEP FITNESS, INC. AND CLIENT SIGNS IT OF HIS/HER OWN FREE WILL.

[CONTINUE ON NEXT PAGE]

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREIN, AND IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

**TO BE COMPLETED BY CLIENTS AGE 18 AND OVER  
BY SIGNING BELOW, I ACKNOWLEDGE I'VE READ AND UNDERSTAND THE TERMS OF THIS CONSENT,  
WAIVER & RELEASE OF LIABILITY**

Name of Client (Please Print) \_\_\_\_\_ Date \_\_\_\_\_  
Client Signature \_\_\_\_\_ Email \_\_\_\_\_  
Phone number \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

**TO BE COMPLETED ON BEHALF OF MINOR CLIENTS UNDER THE AGE OF 18  
BY SIGNING BELOW, I ACKNOWLEDGE I'VE READ AND UNDERSTAND THE TERMS OF THIS CONSENT,  
WAIVER & RELEASE OF LIABILITY**

Name of Minor Client (Please Print) \_\_\_\_\_ Date \_\_\_\_\_  
Age of Minor Client \_\_\_\_\_ Date of Birth of Minor Client \_\_\_\_\_  
Name of Parent or Legal Guardian to Minor Client (Please Print) \_\_\_\_\_  
Signature of Parent or Legal Guardian \_\_\_\_\_ Relationship to Minor Client \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
Relationship \_\_\_\_\_ Employer \_\_\_\_\_  
Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

**INSURANCE INFORMATION (In case of emergency only)**

Primary Doctor/Group Name \_\_\_\_\_ Phone \_\_\_\_\_  
Primary Insurance Carrier \_\_\_\_\_ Phone \_\_\_\_\_  
Group ID \_\_\_\_\_  
Member ID \_\_\_\_\_