

**ENDURANCE**  
**FITNESS of MN**  
**HEALTH & FITNESS LIABILITY WAIVER**

I, \_\_\_\_\_ agree and consent to the following:

I am voluntarily participating in an exercise class, cardio-training, strength-training, a personal-training program or using equipment at Endurance Fitness of MN. I recognize that the programs/classes and equipment require physical exertion that may be strenuous at times and may cause physical injury and I am fully aware of the risks and hazards involved.

I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the above programs/classes or use of equipment. I represent and warrant that I have no medical condition that would prevent my participation in the programs/classes or use of equipment on the fitness floor.

I assume all risk and responsibility

I agree to assume full responsibility for any risks, injuries or damage known or unknown which I might incur as a result of participating in the programs/classes or by use of equipment. Such injuries may include, but are not limited to, heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat prostration, injuries to knees, injuries to back, injuries to foot, or any other illness or soreness, including death.

I knowingly and voluntarily and expressly waive any claim I may have against Endurance Fitness of MN or any instructor, employee, officers, owners, personal trainer or volunteer of Endurance Fitness of MN for injury or damages that I may sustain as a result of participating in the programs, classes or by use of the equipment on the fitness floor.

I understand that it is my responsibility to follow the manufacturer recommendations for equipment use. I understand that failure to use the equipment for its intended purpose and/or in an unsafe manor, may result in revocation of my membership. I assume responsibility to understand and follow manufacturers recommendations to ensure proper use.

I, my heirs or representatives forever release waive, discharge and covenant not to sue Endurance Fitness of MN, its employees, officers, owners and sub-contractors for any injury or death caused by their negligence or other acts.

I consent to allow Endurance Fitness of MN to collect my photograph, by capturing my image at Endurance Fitness of MN for identifying me as a member, volunteer or program participant. Endurance Fitness of MN periodically takes pictures or video of Endurance Fitness of MN members and persons participating in programs/classes to use for promotional purposes and programming materials including social media and the Endurance Fitness of MN website.

I have read the above waiver and release of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above.

Print Name: \_\_\_\_\_ DOB : \_\_\_\_\_

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Assumption of the Risk and Waiver of Liability**

**Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

**Endurance Fitness of MN (Endurance Fitness)** has put in place preventative measures to reduce the spread of COVID-19; however, Endurance Fitness **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending Endurance Fitness could increase** your risk and your child(ren)'s risk of contracting COVID-19.



By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Endurance Fitness of MN and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Endurance Fitness may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Endurance Fitness employees, trainers, and members or their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at Endurance Fitness of MN or participation in programming. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Endurance Fitness of MN, its employees, agents, and representatives, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Endurance Fitness of MN, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at Endurance Fitness of MN.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Member Name (Please Print): \_\_\_\_\_