

Name of Your Trainer:

ACTIVITY RELEASE OF LIABILITY: READ CAREFULLY—THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of personal training, sports or sports training, strength exercises, conditioning, flexibility training, balance training, metabolic exercises, nutrition consultation, and additional activities at Studio U and all entities doing business as Studio U and/or use of the property, facilities, and services of Studio U,

I,

YOUR NAME

of

YOUR ADDRESS

YOUR PHONE NUMBER

YOUR E-MAIL

agree for myself and (if applicable) for the members of my family to the following:

1. I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by my personal trainer, Studio U employees, representatives, or agents of Studio U.
2. I recognize that there are certain inherent risks associated with the above described activities, and I assume full responsibility for personal injury to myself and (if applicable) my family members and further release and discharge Studio U and its owners for injury, loss, or damage arising out of my or my family's use of or presence in the facilities of Studio U, whether caused by the fault of myself, my family, Studio U, or other third parties.
3. I agree to indemnify and defend Studio U and its owners against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence in the facilities of Studio U.
4. I agree to pay for all damages to the facilities of Studio U caused by my or my family's negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Pennsylvania law.

6. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Studio U has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
7. This Agreement and each of its terms are the product of an arm's-length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement or any of its provisions, the Parties, each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
8. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
9. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
10. In case of an emergency, please call primary contact listed below:

CONTACT NAME

CONTACT PHONE NUMBER

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

This Activity Release of Liability is executed and agreed to by:

PRINT YOUR NAME

YOUR SIGNATURE

DATE