

**SOLE 2 SOUL, LLC**  
**CONSENT AND WAIVER OF LIABILITY**

In order to use the fitness equipment, weights, televisions, lockers, restrooms, kitchen area and meeting space (the "Facility") located at 125 South Main Street, Galva, Ida County, Iowa (the "Building"), I hereby certify, covenant and agree as follows:

**(A signature form must be completed for each member in a family membership.)**

1. I fully recognize that I am responsible for knowledge of my own state of health at all times and will use the fitness center at my own risk. I represent and warrant that I am physically fit and that I am NOT under restriction by a medical professional regarding exercising, using fitness equipment or participating in cardio classes. I understand that it is my responsibility to consult with a physician prior to my initial participation in exercise-related events or cardio classes.
2. I acknowledge that neither the owner, nor owner's agents, or contractors or employees make any representations or warranties about the condition of the equipment.
3. I hereby agree to allow Fitness Center personnel to call 9-1-1 and obtain emergency medical treatment for the member listed below should it become necessary. I understand that the Sole 2 Soul staff does not have any expertise in diagnosing, examining or treating medical conditions of any kind or in determining the effect of any specific exercise on such medical condition.
4. I acknowledge that the fitness center will be unstaffed at times and will be monitored by visual devices such as web cameras for security.
5. I understand that walking, running, jumping, riding a bike, lifting weights and participating in cardio exercise classes has risks which include the possibility of an accident, physical injury, loss of life or loss of my personal property. I agree to assume these risks and hereby release and forever discharge the owner, owner's agents, officers, employees, partners, directors, and their successors and assigns from any and all liability, harm and damage, and waive any and all claims whatsoever, for injury, accident, loss of life or loss in connection with my use of equipment or entry into the Facility. I hereby indemnify and hold harmless Sole 2 Soul, LLC and its agents, employees, and assigns from and against all claims, damages, losses and expenses that I, my heirs or legal representative have or may have arising out of any accident or any other type of incident through which I or my heirs may be injured or damaged while using any of the equipment, facility or building premises.
6. I acknowledge that I have received and read a copy of the current Rules and Regulations governing the use of the fitness center (a copy of which is attached hereto). I agree that I will fully comply with the Rules and Regulations as they are amended from time to time.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MEMBER SIGNATURE

\_\_\_\_\_  
WITNESS

If Member is under the age of 18:

As Parent or Legal Guardian of \_\_\_\_\_, I hereby consent to the above terms and conditions.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PARENT OR LEGAL GUARDIAN