**Waiver and Release of Liability**

Physical exercise can be strenuous and subject to risk of serious injury. “Work of Art” urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that if you engage in any physical activity or exercise, or use any amenity on the premise or off premises including any sponsored events, you do so ***entirely at your own risk***! Any recommendation for changes in diet including the use of supplements, weight reduction and/or bodybuilding enhancement supplements are entirely your responsibility and you should consult a physician prior to undergoing any dietary or supplement changes. You agree that you **voluntarily** participate in these activities and use of this setting and premises and ***assume all risk*** of injury, illness or death. We are also not responsible for any loss of your personal property.

This waiver and release includes, without limitation, all injuries which may occur as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment (c) our instruction, training, supervision, or dietary recommendations and (d) your slipping and/or falling while arriving or leaving a “Work of Art” activity, class, or sponsored event.

You acknowledge that you have carefully read this “waiver and release” fully understand that it is a **release of liability**. You expressly agree to release and discharge “Work of Art” and all of its affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against “Work of Art” for personal injury or property damage.

To the extent that the statute or case law does not prohibit release of negligence, this release is also for negligence on the part of “Work of Art”, its agents, and/or employees.

If any portion of this release from liability shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Home Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Cell Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City, State Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**IF UNDER THE AGE OF 18, PARENT/GUARDIAN MUST SIGN THIS FORM IN ADDITION TO THE PARENT/GUARDIAN WAIVER AND RELEASE FORM**