



WAIVER OF LIABILITY

WAIVER:

- A. Waiver: In consideration of permission to participate in outdoor group fitness classes held by Bianchi Fitness, I, on behalf of myself, my heirs, personal representatives, or assigns, **do hereby release, waive, discharge and covenant not to sue** Bianchi Fitness, its directors, officers, employees, volunteers, independent contractors and agents from liability from any and all **claims arising from the ordinary negligence** of Bianchi Fitness or any of the aforementioned parties. This agreement applies to (1) personal injury (including death) from accidents or illness arising from participation in Bianchi Fitness activities including, but not limited to, organized activities, classes, observation or individual use of equipment or public facilities; and (2) any and all claims arising from the damage to, loss of, or theft of property.
- B. Indemnification: I agree to HOLD HARMLESS AND INDEMNIFY Bianchi Fitness from all claims resulting from my negligence and to reimburse them for any expenses incurred as a result of my involvement in Bianchi Fitness programs. I further agree to pay all costs and attorneys' fees incurred by Bianchi Fitness in investigating, and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that Bianchi Fitness is not responsible for the injury or loss.
- C. Severability and Venue: The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement 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 remaining provisions shall continue in full force and effect. Likewise, I agree that if legal action is brought, it must be brought in San Francisco County, California.
- D. Acknowledgement of Understanding: I have read this waiver of liability and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law in the State of California.

Participant's Signature _____ Date _____