



FACILITY WAIVER

ACKNOWLEDGEMENT OF RISK,  
RELEASE OF LIABILITY AND AGREEMENT WAIVER

I am applying for membership to/ guest entrance Miramont Lifestyle Fitness and associated activities, being fully aware that these activities involve risks. I accept all the risks associated with participating in health club activities, even if they are created by the carelessness or negligence of a released party or anyone else. ("Released parties" as used in this document means Miramont Lifestyle Fitness, its owners, officers, directors, stock-holders, managers, employees, associates, agents, representatives and assigns). Risks include physical exertion, wet and uneven surface conditions, temperature extremes, and all potential damages associated with personal injury sustained by a member and/or member's guest. I know there are other risks that are not listed. I fully release, discharge and waive any Claims I may have, now or in the future against all released parties, even if Claims are based on the carelessness or negligence of a released party or anyone else. ("Claims" as used in this document means any and all liabilities, claims, demands, legal actions, and rights of action for damages, personal injury or death that are related to or in any way connected with participation in activities at Miramont Lifestyle Fitness). I agree not to sue released parties for Claims, even if the Claims arise from the carelessness or negligence of a released party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each released party from any loss or liability (including any reasonable attorney's fees they may incur) in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of a released party or anyone else. I am aware that there is no obligation for any person to provide me with medical care during health club activities. If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time that the care is rendered. I am aware that it is advisable to consult a physician prior to participating in health club activities. If I have consulted one, I have taken the physician's advice. I grant my permission to Miramont Lifestyle Fitness to utilize any photographs, motion pictures, video tapes, recordings and any other references or records of Miramont Lifestyle Fitness activities that may depict, record, or refer to me for any purpose including commercial use by Miramont Lifestyle Fitness. I agree to abide by all Miramont Lifestyle Fitness rules. I understand that no warranties have been made to me about Miramont Lifestyle Fitness that are not stated in the membership agreement. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnify as permitted by the laws of the State of Colorado. If the member is under the age of 18, the parent agrees to the following statements: as a parent or guardian of the participant, I authorize the child to participate. I also join in the statements and agreements made by the released parties in this document. I also agree that, in the event the participant or anyone acting on his or her behalf should make any Claims, I will provide the indemnity and hold harmless the released party set forth above.

Please sign here after reading entire waiver:

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PRINT Participant's Full Name

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Participant's Signature (Parent/Guardian Signature if under 18)

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PRINT Parent/Guardian Name if under 18



**MIRAMONT**  
LIFESTYLE FITNESS