

**Somerset Getaways  
Fitness Release & Waiver of Liability**

This Release and Waiver of Liability ("Release") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (the "Participant") in favor of Somerset Getaways, LLC. and its directors, officers, employees, agents, successors and assigns ("Somerset Getaways LLC"). I, the participant, have been offered to enter and use the swimming pool and fitness facility located at 1040 Langford Store Road, McKenzie, TN (the "Facility"). My use of the Facility may include, but is not limited to, engaging in individual exercise, personal training sessions, classes and organized team events (the "Activities"). I understand and acknowledge that my participation in the Activities is **completely voluntary**. In consideration of being permitted to use the Facility and participate in the Activities, on behalf of heirs, my personal representatives, assigns, or myself I hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. **Waiver and Release.** I hereby release and forever discharge and hold harmless Somerset Getaways LLC and its trainer/instructors from any and all liability, obligations, claims, negligence, demands, and causes of action, of whatever kind of nature, either in law or equity, which may arise in any way from my use of the Facility or participation in the Activities, including, but not limited to any bodily or other injury, illness, death or property damage that may result from my use of the Facility or participation in the Activities. I understand and agree that Somerset and its trainers/instructors do not assume any responsibility or obligation to provide financial assistance or other assistance, including but not limited to, medical, health, or disability insurance, in the event of injury, illness, death, or property damage.
2. **Assumption of Risk.** I understand that my use of the Facility and participation in the Activities may be hazardous to me or inherently dangerous and create risks of personal injury and loss of personal property. I recognize that fitness programs require physical exertion that may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved. I hereby expressly and specifically assume the risk of injury, harm or damages of whatever nature caused by Somerset and its trainers, other persons or me, from my use of the Facility or participation in the Activities. By signing below, I acknowledge and agree that I am in good health and in proper physical condition with no medical condition that would prevent my full participation in the Activities, and that it is my responsibility to consult a physician prior to and regarding my participation in the Activities, particularly any concerns I may have.
3. **Insurance.** I understand that if I am injured during the course of my use of the Facility or participation in the Activities, I have no expectation that I will be covered by the insurance of Somerset Getaways LLC and therefore I should maintain appropriate medical, health, and all other applicable insurance for my own benefit.
4. **Medical Attention.** If I should require emergency medical treatment as a result of accident or illness while on the premises of the Facility, I authorize Somerset to secure medical treatment as deemed necessary for my immediate care. I will assume all responsibility for the payment of any expenses incurred as a result of such medical treatment and services.
5. **Authorization to Use Name/Picture/Video/Audio.** By signing below, I authorize Somerset Getaways LLC and its trainers/instructors to record any or all of my participation in the Activities and to use my name, picture, video, audio and/or likeness for advertising, publicity, promotional, trade or commercial purposes, whether utilized in print or electronic media, television, video, film, radio or otherwise, without further approval, review, compensation or reimbursement of any kind due to me. I, on behalf of myself, my heirs and assigns do hereby release Somerset Getaways LLC, its officers, employees, agents and contractors from any and all claims or charges arising in connection with the use of my image in whole or on part, in whatever manner the company determines as part of the production of such video or other materials produced in connection therewith. **Participant Signature** \_\_\_\_\_
6. **Other.** I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law, and that this Release shall be governed by and interpreted in accordance with the laws of Tennessee. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such a clause or provision shall not otherwise affect the remaining provisions of this Release. This Release constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes any and all prior agreements, oral or written, between the parties with respect to subject matter.

By signing below, I acknowledge that I am of the full age of 18 years (or the parent/guardian of a person under the age of 18) and have read and fully understand this Release, and agree to its provisions. 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 Tennessee.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Phone Number

As Legal Guardian of \_\_\_\_\_, I consent to the above.

\_\_\_\_\_  
Signature of Parent or Guardian of Participant

\_\_\_\_\_  
Date