

**MEMBER'S RELEASE OF LIABILITY AGREEMENT**

I, \_\_\_\_\_, hereby acknowledge that I am an adult and have voluntarily applied to be a Member of One on One Fitness LLC to use the exercise equipment provided at the One on One Fitness facility located at 1809 E. Cabrillo Blvd., Santa Barbara ("premises or facility") and to participate in personal training and/or other fitness programs offered and made available to members by the One on One Fitness at said facility.

I am aware that strenuous activity such as that associated with the use of exercise equipment or fitness training can be hazardous activity which may lead to serious accidents. Knowing the risks of these activities, I am voluntarily participating in these activities and/or personal training at the One on One Fitness facility with the knowledge of the danger involved and hereby agree to accept and assume any and all risks of injury or death and execute this release of liability in advance even though that liability may arise out of negligence or carelessness on the part of the releases herein described.  
MEMBERS Initial: \_\_\_\_\_

In consideration of the acceptance of my applications for membership and being permitted to utilize the facilities of One on One Fitness to engage in physical activities that I might select, I hereby irrevocably release for myself, my spouse, my legal representatives, my heirs and my assigns, and further waive and discharge Linda Sanders/Robertson dba One on One Fitness LLC, and the representatives, independent contractors, members, owners of One on One Fitness LLC, lessors and lessees of the premises, and each of them, and their officers and employees (collectively referred to as "Releasees") from all liability to me, my spouse, my legal representatives, my heirs and assigns, for any and all loss or damage, and any claim or damage which results from any personal training or use of said facilities or from any all activities in which I may take part at said facilities, or on the premises adjacent thereto, to the extent of any injury to may person or property, including even such injury as may result in my death, whether caused by negligence of the Releasees above described, or otherwise, while I am, or any purpose on th premises of One on One Fitness LLC, or arising therefrom, whether engaged in physical activity, or otherwise.

I further agree to indemnify the Releasees, and each of them from any loss, liability, damage and cost they may incur due to my presence in or upon the premises of the One on One Fitness LLC facility whether said loss, liability damage or cost is caused by the negligence of the Releasees, or otherwise.

I further intend that this release shall apply to any and all of the successors, and assigns of Linda Sanders/Robertson dba One on One Fitness LLC, and all of their past, present, and future officers, directors, agents and employees, and each of their respective heirs and legal representatives.

I further expressly agree that this release waiver and indemnity agreement is intended to be as a broad and inclusive as permitted by the laws of the state of California and that if any portion of this release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Linda Sanders/Robertson, dba One on One Fitness LLC, and its affiliates and hereby sign it of my own free will.

\_\_\_\_\_ Date \_\_\_\_\_  
Member name

\_\_\_\_\_  
Signature