

**THE IRON WORKS, INC.
GOLD'S GYM
ALEXANDRIA, VA**

Waiver and Release of Liability

DISCLAIMER: THE IRON WORKS, INC., T/A GOLD'S GYM, IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON WHILE EXERCISING, PRACTICING, TRAINING, TAKING CLASS, COMPETING, PARTICIPATING IN OPEN GYM, BIRTHDAY PARTIES, SPECIAL EVENTS, DEMONSTRATIONS OR SHOWS, OR IN ANY OTHER WAY INVOLVED IN GYMNASTICS, CHEERLEADING, PRESCHOOL, OR TEAMS AT THE IRON WORKS, INC. FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF THE IRON WORKS, INC., ITS OWNERS, OFFICERS, AGENTS OR EMPLOYEES.

In consideration of my participation, I hereby release and covenant not to sue The Iron Works, Inc., Board of Directors and officers, The Iron Works, Inc. or its landlord, lender, employees, personal trainers, instructors, contractors, teachers, coaches, or agents, including any Association or Organization using The Iron Works, Inc. facilities, from any and all present and future claims resulting from ordinary negligence on the part of The Iron Works, Inc. or others listed above, for property damage, personal injury, or wrongful death, arising as a result of my (i) using the facilities or equipment of The Iron Works, Inc., or (ii) engaging in, or receiving instructions in, gymnastics, cheerleading, exercise, weight lifting, usage of equipment, or any other Activities or Activities incidental thereto ("Activities"), wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

I am aware of the following risks, and NUMEROUS OTHER INHERENT RISKS in using the facilities, observing or participating in Activities sponsored by The Iron Works, Inc. These risks include, but are not limited to: death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that the mats, pits, and other safety equipment and apparatus provided for my protection, including the active participation of a coach or teacher who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury. The risk of harm may be reduced by all of the safety equipment and trained coaches, but never eliminated. I understand that I may be vulnerable to the reckless actions of others, who may not have complete control over their actions or who may not see others in the gym. I am voluntarily participating in this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

I agree to indemnify and hold harmless The Iron Works, Inc. and all others listed for any and all claims arising as a result of any of the Activities at The Iron Works, Inc., whenever, wherever, or however the same may occur.

I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the Commonwealth of Virginia and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the Commonwealth of Virginia.

I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and or remedies which may be available to me for the ordinary negligence of The Iron Works, Inc. or any person listed above.

Name: _____
Signature: _____
Date: _____

WHEREAS, the undersigned has retained a Personal Trainer at Gold's Gym, 7770 Richmond Highway, Alexandria, VA;

WHEREAS, Gold's Gym recommends that all personal training customers complete monthly fitness evaluation to record progress, I do for myself, my heirs, executors and administrators, certify to the Gold's Gym that I DO NOT WISH to complete and/or record any physical evaluation with my trainer; and I do release and discharge Gold's Gym, its officers, employees, servants and agents, of and from any and all claims, demands, actions, causes of actions and suits at law or in equity for any and on account of any and all injuries, damage, losses and expenses that may be sustained by me now or hereafter, as a result of my not taking said physical fitness evaluation.

Name: _____
Signature: _____
Date: _____