

# WAIVER AND RELEASE OF LIABILITY

## Saatchi LLC – d.b.a. “Saatchi Fitness”

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17895 SW Baseline Rd, Hillsboro, OR 97006 | Tel: (408) 816-0373

Use of Saatchi Fitness facilities requires both trainers and trainees to carefully review the following waiver and release of liability and to return a signed copy indicating acceptance of the terms.

This waiver and release of liability is between Saatchi Fitness and the undersigned trainer or trainee. This waiver and release of liability is not an agreement between the month-to-month contract trainers which pay to access the equipment and facilities of Saatchi Fitness and their respective trainees.

**I UNDERSTAND THAT PHYSICAL TRAINING AND EXERCISE INCLUDE INHERENT DANGERS. I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM SAATCHI FITNESS AS WELL AS PARTICIPATING IN THE ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN NEGLIGENCE, FROM THE NEGLIGENCE OF OTHERS, OR FROM THE CONDITIONS RELATED TO TRAVEL OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM, AND DURING THIS ACTIVITY.**

In consideration of the risk of injury while participating in training and exercise (the "Activity") at the Saatchi Fitness gym facilities, and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge **Saatchi LLC – d.b.a. “Saatchi Fitness”** located at **17895 SW Baseline Rd, Hillsboro, OR 97006**, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

**SAATCHI FITNESS IS NOT YOUR TRAINER:** I acknowledge and understand that the month-to-month trainers have a contract to access the equipment and facilities of Saatchi Fitness but are not employees of Saatchi Fitness as the month-to-month contract trainers operate as independent contractors for themselves as individuals or for their own respective business entity. Specifically, I acknowledge and understand that Saatchi Fitness does not direct or supervise the activities of the month-to-month contract trainers or their trainees.

I agree to indemnify and hold harmless Saatchi Fitness against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any

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claims made by me or by anyone else acting on my behalf. If Saatchi Fitness incurs any of these types of expenses, I agree to reimburse Saatchi Fitness.

I acknowledge that Saatchi Fitness and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Saatchi Fitness.

**I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON’S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS.** The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and or producers of the event.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY AND THAT I FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE SAATCHI LLC – D.B.A. “SAATCHI FITNESS” AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST SAATCHI LLC – D.B.A. “SAATCHI FITNESS” FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent permitted by statute and case law, I further acknowledge that this document serves as a waiver and release of liability for negligence on the part of Saatchi LLC – d.b.a. “Saatchi Fitness,” its agents, and employees.

Role of the undersigned - check one:

I am a Contract Trainer

-- OR --

I am a Trainee

Printed name: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_