

WAIVER AND RELEASE OF LIABILITY

I understand and expressly agree that my use of this MARYLAND FITNESS AND SPORTS PERFORMANCE CENTER LLC d/b/a Parisi Speed School of Columbia (also known as "MFSP") facility or any other MFSP facility involves the risk of injury to me or my guest, whether caused by me or not. I understand that these risks can range from minor injuries to major injuries including death. In consideration of my participation in the activities and use of the facilities offered by MFSP, I understand and voluntarily accept this risk and agree on behalf of myself, my heirs, executors, administrators, successors and assigns that MFSP, franchisor Parisi Franchise Systems, Inc. d/b/a Parisi Speed School (together with MFSP, "MARYLAND FITNESS AND SPORTS PERFORMANCE CENTER LLC"), MFSP's officers, directors, members, agents, and independent contractors will not be liable for any injury including without limitations, personal, bodily, or mental injury, economic loss, or any damage to myself, my spouse, domestic partner, guests, unborn child, or relatives, resulting from the negligent, reckless, or intentional conduct of MFSP or anyone on MFSP's behalf whether related to exercise or not. Accordingly, I do hereby forever release, waive, and discharge MFSP, its insurers, employees, officers, directors and associates from any and all claims, demands, injuries, damages, actions or causes of action present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising from my use of any equipment and/or participation in MFSP facilities.

I further understand and acknowledge that MFSP does not manufacture fitness or other equipment, but purchases and/or leases equipment and therefore MFSP may not be held liable for defective products. I agree to agree to conduct myself in a controlled and reasonable manner at all times and to refrain from using any equipment in a manner inconsistent with its intended use and purpose.

I agree to abide by all of MFSP's rules and regulations, which may be communicated by MFSP's website, club signage, or verbally to me. By using executing this waiver, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic) and losses of any type. I agree to be solely responsible for the safety and wellbeing of my guest(s) and myself.

I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Maryland and I 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 in the State of Maryland

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT. I AFFIRM THAT I AM OF LEGAL AGE AND I FULLY UNDERSTAND THAT I AM GIVING UP LEGAL RIGHTS BY SIGNING THIS DOCUMENT.

WITNESS:

NAME:

Signature: _____

Printed Name: _____

Date of Birth: _____

Date of Execution: _____

WITNESS:

IF UNDER 18, PARENT/LEGAL GUARDIAN:

Signature: _____

Printed Name: _____

Date of Execution: _____

E-Mail Address: _____

PROMOTIONAL RELEASE

I hereby give my consent and authorization for MARYLAND FITNESS AND SPORTS PERFORMANCE CENTER LLC, d/b/a Parisi Speed School of Columbia (also known as "MFSP") to use and reproduce any and all photographs, video, or electronic recording taken of me during my use of MFSP's facilities. I authorize the use, reproduction, and electronic posting of any recording referred to above for any purpose, including but not limited to press releases, marketing materials, presentations, and website testimonials without acknowledgment and without being entitled to remuneration or compensation. I acknowledge and agree that the ownership of such recordings will be retained by MFSP. I hereby release MFSP, its officers, members, directs, and assigns from any and all liability, costs, or damages resulting from the use of the images described herein.

WITNESS:

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Signature: _____

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Date of Execution: _____

WITNESS:

IF UNDER 18, PARENT/LEGAL GUARDIAN:

Signature: _____

Printed Name: _____

Date of Execution: _____