

**PACIFICA WELLNESS**

**RELEASE OF LIABILITY**

1. **TERMS OF RELEASE OF LIABILITY:** The terms of this Release of Liability Agreement is entered into by the undersigned and Pacifica Wellness (“Pacifica Wellness”) and is in addition to the terms and conditions of the Membership Agreement entered into by the undersigned and Pacifica Wellness. This Release of Liability shall remain in effect forever and shall be unlimited by time and place and contains no exceptions. [Initial \_\_\_ ]
  
2. **USE OF FACILTIES AND WAIVER OF LIABILITY:** In consideration of entering into the Membership Agreement with Pacifica Wellness and participating in any of the activities and programs offered by Pacifica Wellness, I hereby acknowledge and understand that any instruction that I might receive and /or the use of the premises, facilities, equipment and machinery at Pacifica Wellness by me will be at my own risk. Pacifica Wellness, its owners, officers, directors, employees, personal trainers, staff, agents, representatives, independent contractors and affiliates shall not be liable for any negligent act or omission which may or will cause any personal injury or bodily damage to me, including my death, or for any damage to or loss of any of my personal property or personal property of another person caused directly or indirectly by me using the premises, facilities, equipment or machinery or while I receive any instruction from any personal trainer or staff member of Pacifica Wellness. I hereby expressly acknowledge that this is a complete release of any claim that I or any of my heirs, executors, successors or assigns may have for any personal injuries and/or property loss or damage sustained by me while using the premises, facilities, equipment or machines or while receiving any personal training or instruction at Pacifica Wellness or at any program offered by Pacifica Wellness. [ Initial\_\_\_ ]
  
3. **ACKNOLEDEGEMENT OF POTENTIALLY DANGEROUS ACTIVITIES:** I hereby understand and acknowledge that any fitness exercise such as strength training, flexibility training, Pilates, and/or cardiovascular respiratory exercises are potentially dangerous activities which can cause personal injury, up to and including my death. I understand and acknowledge that receiving fitness exercise instruction from a personal trainer at Pacifica Wellness and using the premises, facilities, equipment or machines at Pacifica Wellness or participating in any program sponsored by Pacifica Wellness does not reduce the potential risk of personal injury to me or damage or loss to my personal property. [Initial\_\_\_ ]
  
4. **ACKNOWLEDGEMENT OF PHYSICAL CONDITION:** I hereby acknowledge: (a) I am physically sound and suffering form no condition, impairment, disease, infirmity or other illness that would prevent my participation or use of the premises, facilities, equipment or machinery at Pacifica Wellness except as hereinafter set forth in the Limitations of Physical Activities at the end of this paragraph, which has been acknowledged by a Supervisor at Pacifica Wellness; (b) that Pacifica Wellness has advised me of the need for a physician’s approval for my participation in any exercise/fitness activity or in the use of the premises, facilities, equipment and machinery at Pacifica Wellness; (c) that Pacifica Wellness has recommended I obtain a periodic physical examination and consultation with my personal physician regarding the physical activity, exercise and use of the premises, facilities, equipment and machinery by me at Pacifica Wellness; (d) that I have either had a physical examination and have been given my physician’s permission to participate in a fitness activity program, or that I have decided to participate in a physical exercise activity program and to use the premises, facilities, equipment and machinery at Pacifica Wellness without the approval of my physician; and (e) I hereby assume all responsibilities for any risk of personal injury or loss/damage to personal property caused by my participation in any physical activities and utilization of the premises, facilities, equipment and machinery at Pacifica Wellness. [ Initial\_\_\_ ]  
**LIMITATION OF PHYSICAL ACTIVITIES:**\_\_\_\_\_ [Initial\_\_\_ ]  
 [Initial of Supervisor of Pacifica Wellness \_\_\_ ]
  
5. **ACKNOWLEDGEMENT OF PHYSICAL CONTACT:** I hereby acknowledge when I am participating in the fitness programs offered by Pacifica Wellness that physical touching and positioning of my body by the personal trainer , instructor or staff member of Pacifica Wellness may be necessary to assess my muscular and bodily reactions to specific exercises as well as to ensure that I am using the proper technique and body alignment when using the premises, facilities, equipment and machinery at Pacifica Wellness. I expressly consent to the physical contact for these stated reasons. [ Initial \_\_\_ ]

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Printed Name

Signature

Date