



ACTIVITY RELEASE AND INDEMNITY AGREEMENT-ADULT
ASSUMPTION OF RISK, RELEASE, WIAVER OF LIABILITY AND INDEMNITY AGREEMENT

I, the undersigned (“Participant”), hereby acknowledge and agree that my use of the facilities, services, equipment or premises (the “Activities”) of MARR STRENGTH & CONDITIONING, LLC, d/b/a ICON Gym (“ICON”), Chad Marr and its “Trainers” involves risks of injury to persons and property, including but not limited to injuries arising from the use by me of exercise equipment and machines; injuries arising from participation by me or others in supervised or unsupervised activities or programs of Icon; injuries and medical disorders arising from exercising at Icon or with Trainer, such as heart attacks, strokes, heat stress, sprains, broken bones, torn muscles and ligaments, among others; and accidental injuries occurring anywhere on the premises where the Activities occur. **I ASSUME FULL RESPONSIBILITY FOR ALL RISKS, EVEN IF THEY OCCURRED DUE TO AN ACT OR OMISSION OF RELEASEES (DEFINED BELOW).**

As consideration for being permitted by Icon and Trainer to participate in the Activities, I forever release Trainer and Icon, its managers, members, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all actions, claims or demands that I, my assignees, heirs, distributes, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death or property damage, related to (i) my participation in the Activities, (ii) the negligence or other acts, whether directory connected to the Activities or not, and however caused, by any Releasee, or (iii) the condition of the premises where the Activities occur, whether or not I am then participating in the Activities. I also agree that I, my assignees, heirs, distributes, guardians, next of kin and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE, CLAIM OR COSTS RELEASEES MY INCUR DUE TO MY PRESENCE IN, UPON, OR ABOUT THE PREMISES WHERE THE ACTIVITIES OCCUR, OR MY OBSERVATION OR UTILIZATION OF THE FACILITIES, OR EQUIPMENT ON THE PREMISES, OR OF ICON OR TRAINER, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES.

___ I represent that (a) I am in good physical condition and have no disability, illness or other condition that would prevent me from exercising without injury or impairment of health, and (b) that I have consulted with a physician concerning an exercise program that will not risk injury to me or impair my health.

___ I grant my permission to Icon and the Trainer and their representatives, transferees and licensees, to utilize any photographs, videotapes, recordings and any other references or records of my training which may depict, record or refer to me for any purpose, including commercial use, by ICON, its sponsors, coaches and their licensees.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS, I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND ICON AND TRAINER, AND SIGN IT OF MY OWN FREE WILL.

Executed at ICON Gym, Frisco Texas on this _____ day of _____, 20_____.
PARTICIPANT/RELEASOR

Signature

