

MOMENTS SPA AND FITNESS LLC WAIVER AND RELEASE OF LIABILITY

YOUR CONSENT TO PAYMENT FOR MEMBERSHIP IS EQUIVALENT TO A SIGNATURE OF ACCEPTANCE OF THIS WAIVER. PLEASE READ IT CAREFULLY.

Moments Spa and Fitness LLC (Moments), the owner, employees, or representatives are not responsible for any injury or loss of personal property suffered while using any Moments equipment or facilities, or occurring upon Moments property, for any reason whatsoever, including ordinary negligence on the part of Moments and its representative.

In consideration of my membership and being able to use Moments equipment and facilities, I hereby release and covenant not to sue Moments Spa and Fitness LLC or its owner, representatives or employees for any loss or damage, including but not limited to theft, personal injury, or death, arising as a result of using the facilities and equipment of Moments. 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.

Further, I am aware that health and fitness center activities may include cardiovascular activity (e.g. treadmills, bicycles, ellipticals, or other activities) and the exertion of strength (e.g. free weights, bands, weight machines, and other strength and resistance equipment.) I understand that these and other physical activities at Moments involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, soft tissue, or muscles. I am voluntarily participating in Moments activities entirely at my own risk and with full knowledge of the dangers involved and hereby agree to accept any and all of the inherent risks associated with Moments usage including property damage, personal injury, or death.

Moments Spa and Fitness LLC facilities allow access at any time. As such, I am aware that there will be no supervision or assistance available. I am also aware that if I am injured, become unconscious, suffer a stroke or heart attack, there will likely be no one to respond to my emergency and Moments has no duty to provide assistance to me. Even though the facilities are equipped with surveillance cameras and an emergency phone it is likely that should I require immediate assistance none will be available or provided. Moments Spa and Fitness LLC strongly recommends working out with a partner who is also a member.

I further agree to indemnify and hold harmless Moments, its owner, or representatives for any and all claims arising as a result of my engaging in activities incidental to wherever or however the same occur. I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of Washington and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further assume that the venue for any legal proceedings will be in Washington.

I affirm that I am of legal age and have read this form fully and understand that my consent to membership payment is equivalent to a signature of acceptance, and I'm giving up my legal rights and/or remedies which may be available to me for the ordinary negligence of Moments or any parties listed above.