

This agreement affects your legal rights. Please read it carefully before signing.

Participant Name*	Email*
Home Phone Number*	Date of Birth*
Cell Phone Number*	Address*
Emergency Contact Name*	Relationship*
Emergency Contact Phone Number*	Relationship*

I acknowledge and agree that the activities in which I am about to engage involve physical activity which may from time to time be strenuous and which carries the inherent risk of injury, including death. I must: (1) judge my own capabilities with respect to participating in classes and other activities at Burn60; and (2) consult with a qualified physician before beginning any exercise regime and from time to time thereafter pursuant to my physician's recommendations. I hereby assume all risk of injury, illness, damage or loss to me or to my property that might result, including, without limitation, any loss or theft of any personal property. I acknowledge that it is my responsibility to inform Burn60 personnel immediately should an injury occur.

In consideration of my participation in the classes offered by, and use of the facilities and equipment located at, Burn 60, I hereby: (1) waive and release Burn60, LLC, its principals, officers, owners, agents, employees, instructors, independent contractors, and affiliates (collectively, the "Burn60 Parties") from any and all claims, demands, causes of action, damages, expenses (including attorney's fees), losses, and liabilities of any type whatsoever, past, present, or future arising out of or relating to my activities at Burn60 (collectively, "Claims") (excepting Claims caused by grossly negligent, reckless or willful conduct, except to the extent such a waiver is permitted under applicable law); (2) agree to indemnify and hold harmless the Burn60 Parties with respect to any and all Claims for which I may be liable to others; and (3) covenant not to sue the Burn60 Parties with respect to any Claim. The foregoing waiver of claims, agreement to indemnify, and covenant not to sue apply whether or not I am participating in a class, using any equipment, or acting under the supervision of Burn60 personnel, at the time of any occurrence, act or omission.

I hereby waive the protections of Section 1542 of the California Civil Code, and any other statute or common law doctrine of like effect, which provide that a general release does not extend to certain claims which the releasing party does not know or suspect to exist at the time of executing a release, it being my express wish that the foregoing release extend to include unknown and future claims. The foregoing agreements are expressly intended to: (1) extend to my heirs, executors, administrators, legal representatives, assignees and successors in interest; (2) include injuries which may occur as a result of (a) my use of any exercise equipment or facilities which may malfunction or break, (b) Burn60's improper maintenance of any exercise equipment or facilities, (c) Burn60's negligent instruction or supervision, and (d) my slipping and falling while on the premises; and (3) include any Claims arising out of or relating to occurrences, acts and omissions anywhere on the Burn60 premises, including without limitation the parking structure and the walkways between it and the Burn60 workout facility.

I have carefully read, fully understand and agree to each provision of the foregoing agreement.

Date*	Signature*
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or, if less than 18 years of age, of the Legal Guardian named below

For Participants under 18 years of age only*:

I hereby represent and warrant to the Burn60 Parties that I am the legal guardian of the Participant and have the requisite authority to execute this agreement on behalf of the Participant. I agree to hold harmless each of the Burn60 Parties for any breach of the foregoing representations and warranties.

Date*	Printed Name*	Signature*
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