

**RELEASE OF LIABILITY, COVENANT NOT TO SUE; INDEMNITY AGREEMENT;  
AND MEDICAL AUTHORIZATION**

I desire to make use of the Bayview Professional Centre LLC, (“Bayview”) exercise room and equipment. I am aware that my use of these facilities may involve exposure to risks, including, without limitation: possible negligence of others; possible negligence on the part of Bayview, its agents, servants and employees; possible faulty or defective equipment; my own possible negligence; or perhaps ordinary accident or casualty, which sometimes occurs without the legal fault or negligence of anyone.

In consideration of my, or my guests, being allowed to participate in the use of the Bayview exercise room and equipment, I do hereby **Release, Covenant not to Sue, and Agree to Hold Harmless, Indemnify and Defend Bayview and its agents, servants and employees** from, with respect to, and against any and all claims, actions, damages, costs, expenses and actual reasonable attorney fees including, those associated with, but not necessarily limited to, negligence, breach of contract, or breach of any statutory or other duty of care, whether such claims, actions or damages involve personal injury, property damage, or death, including any claims arising out of alleged negligence of Bayview, its agents, servants or employees, that result from or arise in connection with, in whole or in part, my, or my guests, being granted access to the exercise room or such persons’ use or proximity to the equipment located therein.

I recognize that emergency or emergent medical or dental care may become necessary. I authorize Bayview, its agents, servants or employees to render first aid and to call for medical and/or dental care of me or my guests if in the opinion of Bayview, its agents, servants or employees, including first aid personnel, such medical or dental care is needed. I agree to pay for all expenses and costs associated with such care and related transportation.

I HAVE READ AND UNDERSTOOD THAT THE FOREGOING IS A RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION

I ALSO UNDERSTAND AND AGREE THAT SAID RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION IS LEGALLY BINDING UPON ME, MY HEIRS AND LEGAL REPRESENTATIVES AND I VOLUNTARILY SIGN THIS DOCUMENT WITHOUT RESERVATION.

Name of Participant (please print): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name of Parent or Guardian (if applicable): \_\_\_\_\_

Signature Participant (Parent or Guardian if applicable): \_\_\_\_\_

Emergency Phone #: \_\_\_\_\_