



TurboSpin Cycling Studio, LLC
PARTICIPANT WAIVER/RELEASE FORM

I hereby affirm I am in good health and capable of participating in the fitness activities for which this assumption of risk is prepared. I am aware of all inherent dangers in exercise participation. I also acknowledge and fully understand I will be engaging in activities that involve risk of serious injury, including permanent disability or death, and severe social and economic losses which might result not only from my own actions, inaction or negligence, but action, inaction, or negligence of others, or the conditions of the premises on or off site or of any equipment used. Further, I am aware that there may be other unknown risks not reasonably foreseeable at this time and assume all the foregoing risk and accept personal responsibility for the damages following such injury, permanent disability or death. I hereby release, discharge, covenants not to sue and/or otherwise indemnify the organizations listed above, its affiliated organizations and sponsors, their instructors, managers, employees, members and associated personnel, officers, directors, agents, including the owners and lessees of premises used to conduct the activity. TurboSpin Cycling, LLC and any individuals associated are not responsible for the condition of workout areas off our premises. I understand that it is my responsibility to consult my personal physician to determine my fitness to participate.

In consideration of participation, I do for myself, my heirs, executors, administrators and/or assigns hereby release, waiver discharge and relinquish any action or causes of action which may hereafter arise for my estate and agree that under no circumstances will I or my heirs, executors, administrators an/or assigns prosecute or present any claim for personal injury, property damage, loss of consortium, or wrongful death against the above organizations, their instructors, managers, employees, members and associated personnel, officers, directors, agents, including the owners and lessees of premises used to conduct the activity, or representatives for any said causes of action, whether the same shall arise by the negligence of any said persons.

I acknowledge that I have carefully read this release and fully understand that in participating in one or more of the courses, or using the facilities of TurboSpin, there is the possibility of physical injury. I agree to participate in any or all activities offered by the above named organization, and do so of my own free will and entirely at my own risk. I hereby certify that I am of at least 18 years of age and competent to enter into this agreement under Tennessee law.

This agreement shall be governed in all respects by the substantive law of the State of Tennessee, without regard to conflict of law principles. Member hereby unconditionally consents to submit to the jurisdiction of the federal and state courts sitting in the State of Tennessee for all actions, suits or proceedings arising out of or relating to this agreement.

Signature

Date