



# XPE, inc. dba XPE Sports

## GENERAL RELEASE AND WAIVER

Name: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Home Phone: _____	Work Phone: _____	
Cell Phone: _____	Email: _____	

**THE FOLLOWING IS A GENERAL RELEASE AND WAIVER. PLEASE READ IT CAREFULLY BEFORE SIGNING.**

In consideration for my being permitted access to the premises of 1580 NW 1 Ct/ Boca Raton, FL AND XPE SPORTS, Inc. ("XPE") or a location under XPE's control, I hereby agree to the following five (5) terms and conditions.

1. I understand the risks inherent in participating in cardiovascular exercise, weight lifting, weight training, boxing, kickboxing, sparring, body building and other exercise programs and routines that are available at or through XPE on its premises or a location under XPE's control (individually, an "Activity" or collectively the "Activities"), and the possibility of mechanical and other malfunctions of cardiovascular exercise equipment, weight machines and weight machine apparatus, boxing equipment, and other exercise equipment in the XPE premises or a location under XPE control (collectively the "Equipment"). I understand that my participation in any Activity and/or use of any Equipment may result in my being injured and such injury may have serious medical consequences. **Notwithstanding the foregoing, I hereby agree to and do voluntarily assume any and all risk of loss, damage or injury to my person and property, of any kind whatsoever, from my participation in any Activity, my use of any Equipment and my being on an XPE premises or a location under XPE control, whether or not such loss, damage or injury is caused by or related to, directly or indirectly, the negligence or gross negligence of XPE or its employees, independent contractors, officers, members, managers, representatives, affiliates or agents (collectively "Representatives") or otherwise. I hereby expressly waive any liability on the part of XPE and its Representatives for any loss, damage, or injury which I may incur to my person or property which is caused by or related to, directly or indirectly, my participations in any Activity, use of any Equipment or being on any XPE premises or location under XPE control, whether or not such loss, damage or injury is due to the negligence or gross negligence of XPE or any of its Representatives, or otherwise. I agree and covenant with XPE that I will not commence any lawsuit or other legal proceeding against XPE or any of its Representatives related to my being on the XPE premises or a location under XPE control, my participation in any Activity or my use of any Equipment.**
2. I represent to XPE that I am in good health and have obtained medial approval to participate in any Activity and use any of the Equipment and I have no medical condition or physical ailment or impairment that would preclude me from, or might be aggravated by, my participation in any Activity or my use of any of the Equipment.
3. I am aware that XPE does not and will not provide medical and/or hospitalization insurance for my benefit with respect to any injury that I may incur on the XPE premises, or which may occur on any location under XPE's control. I agree to hold harmless and indemnify XPE and its Representatives from and against any and all losses, damages, demands, claims, actions, suits, judgments, settlements, out-of-pocket costs, expenses and disbursements (including reasonable costs of investigation, and reasonable attorneys', paralegal, accountants' and expert witnesses' fees), of whatever kind and nature (collectively "Losses"), that maybe be imposed on or incurred by XPE, its affiliates, assigns, or any of its Representatives as a consequence of, in connection with, resulting from or arising out of, or in any way related to my being on the premises of XPE or on a location under XPE's control, my participation in any Activity, or my use of any Equipment, not withstanding that the negligence or gross negligence of XPE and/or any of its Representatives may have caused or contributed to such Losses.
4. I agree to abide by the rules and regulation imposed by XPE, which may change at any time in XPE's sole judgment and discretion, (the "Rules and Regulations") and further agree that if I do not abide by the Rules and Regulations, XPE and/or any of its Representatives shall have the right in its sole judgment and discretion, to terminate temporarily or permanently my participation in any Activity, my use of any Equipment, my access to any XPE premises or location under XPE's control, and/or my membership in XPE or any of its programs.
5. This "General Release and Waiver" shall cover my participation in any Activity and/or use of any of the Equipment on and from the date hereof until I have executed and delivered to XPE a subsequent release and waiver in a form prescribed by, and acceptable to, XPE.

I UNDERSTAND AND AGREE THAT BY SIGNING THIS GENERAL RELEASE AND WAIVER I AM AGREEING TO BE LEGALLY BOUND BY THE ABOVE TERMS AND CONDITIONS.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Parent of Guardian (if under 18)