



# Waiver & Release of Liability

Because physical exercise can be strenuous and subject to risk of serious injury, we recommend that only individuals approved for exercise by their doctors participate in the SPIRIT Club virtual classes offered through Disability Network Southwest Michigan. For the purpose of this form, individuals participating in these virtual classes are referred to as participants. Participants agree that by participating in the SPIRIT Club virtual classes, participants do so entirely at their own risk. Participants OR participants and their guardian acknowledge that 1) participant is voluntarily participating in activities and engaging in physical exercise 2) the participant does not have a physical or mental health condition, including, without limitation, any cardiovascular, neurological, disease or other condition that will prevent them from participating in any SPIRIT Club program, without injury to the participants or impairment to the participant’s health and that 3) the participant assumes all risks of injury, illness, or death.

The undersigned 1) waives any and all claims and rights that the participant may now or hereafter have against the Spirit Fit and Health LLC (hereinafter referred to as “SPIRIT Club”) or any SPIRIT Club Representative (employee, independent contractor, volunteer or other individual affiliated with the SPIRIT Club), or Disability Network Southwest Michigan or any staff for any loss; 2) releases, discharges, holds harmless & indemnifies the SPIRIT Club, any SPIRIT Club Representative, Disability Network Southwest Michigan, any Disability Network Southwest Michigan staff, and covenants not to sue SPIRIT Club, any SPIRIT Club Representative, or Disability Network Southwest Michigan with respect to, any and all now existing or hereafter arising claims, losses, injuries (including, without limitation, death), mental, physical and/or emotional distress, causes of action, suits, judgments, demands, fees, costs, expenses (including, without limitation, attorneys’ fees, costs, and expenses), damages, and other liabilities with respect to any loss; 3) understands that SPIRIT Club and Disability Network Southwest Michigan make no medical claims nor warrants any results from participation in SPIRIT Club programs; 4) acknowledges that SPIRIT Club and Disability Network Southwest Michigan have represented to participant that its personnel has no expertise in diagnosing, examining, or creating special plans of exercise for individuals with medical conditions, and that SPIRIT Club and Disability Network Southwest Michigan cannot determine the effect of any specific exercise on any medical condition; 5) recognizes and agrees to assume the risk of injury or illness arising out of the participants participation with SPIRIT Club; 6) acknowledges that he/she is legally qualified to sign documents on behalf of the participant.

The participant acknowledges that they have carefully read this “waiver and release” and fully understand that it is a release of liability.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name