



Eastern Shore Yacht & Country Club

14421 Country Club Road | Melfa, VA 23410 | 757.787.1525

Waiver of Liability and Hold Harmless Agreement Fitness Room Use

1. In consideration of use of the Fitness Room and other amenities at ESYCC, Inc. including equipment owned and maintained by Green Ape Fitness, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE ESYCC, Inc. their officers, agents, volunteers or employees OR Green Ape Fitness (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the club premises.
2. I understand that ESYCC, Inc. does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activities. I recognize that my chosen form of exercise requires physical exertion that may be strenuous at times and may cause physical injury and I am fully aware of the risks and hazards involved; such injuries may include, but are not limited to, heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat prostration, injuries to knees, injuries to back, injuries to foot, or any other illness or soreness, including death. I understand that it is my responsibility to consult with a physician prior to and regarding my exercise program.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releasees may incur due to my participation in said activities.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed.

Signature: _____ DATE: _____

Print Name: _____

Address: _____

Phone #: _____ Email: _____