



The Brute Lab  
2942 N Greenfield Rd  
Suite 111  
Mesa AZ 85215

First Name \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Home Tel. No. \_\_\_\_\_ Email \_\_\_\_\_

Emergency Contact \_\_\_\_\_ E. Contact Tel. No. \_\_\_\_\_

**Assumption of Risk, Waiver and Release of Liability, and Miscellaneous Provisions**

In consideration of the permission to use the facilities, equipment, services, premises, and products provided at The Brute Lab (hereafter The Brute Lab today, and at any time in the future, **I understand and agree to all of the following:**

**Assumption of Risk:** I understand that any physical activity carries with it an inherent risk of injury. Strength training can involve strenuous exertions of various muscles placing stress on the muscles, bones, and joints. Cardiovascular training can involve sustained physical activity placing stress on the heart, arteries, and blood pressure. Risk of injury may be minor such as soreness, sprains, strains, and bruises, or serious such as heart attack, stroke, paralysis, and death. I understand these risks and agree to assume all risk of injury or illness associated with exercise whatever the cause.

**Waiver and Release of Liability:** I voluntarily and knowingly agree on behalf of myself, my spouse, my heirs, personal representative, assigns, and anyone else claiming by or through me to release, waive, and discharge The Brute Lab its directors, officers, owners, employees, volunteers, independent contractors, agents, assigns, successors, vendors, suppliers, equipment manufacturers, lessors, consultants, other clients, and all others associated with them (collectively “all others”) from all liability from any and all claims, demands, or suits arising from the acts, failure to act, or conduct of any of them arising from their negligence (whether ordinary or gross), breach of duty, or any other theory of legal liability for (1) any physical or emotional injury or illness suffered by me (including death) arising from my attending The Brute Lab or using its equipment, facilities, services, products, and/or premises; and (2) any damage to, loss of, or theft of my property.

**Indemnification and Hold Harmless:** I agree on behalf of myself, my spouse, my heirs, personal representative, assigns, and anyone else claiming by or through me to indemnify and hold harmless The Brute Lab and all others by paying all costs and attorneys’ fees they incur in investigating and defending a claim or suit if such claim or suit is withdrawn, or if a court determines for whatever reason (including the enforceability of this agreement, that The Brute Lab and or others are not liable for the injury or loss.

(Continue to second page)

**Denied Payment Charges:** If my payment is denied for any reason, I agree to pay a \$25.00 service charge plus the amount of the denied payment within 5 days. I agree to pay all costs of collection, including reasonable attorney's fees and court costs.

**Interpretation:** This agreement is intended to be interpreted as broad and as inclusive as permitted by the laws of Arizona to relieve The Brute Lab and all others associated in any way with The Brute Lab, from all liability for any and all claims for damages due to injury or property loss based on any legal theory. This agreement shall be interpreted under the laws of Arizona.

**Severability and Venue:** If any portion of this agreement is held invalid, the balance of the agreement shall continue in full legal force. Any legal action shall be brought in The United States, Arizona.<sup>2</sup>

**Consent to Physical Contact:** It is sometimes necessary for a trainer to physically touch a client to attain the proper form for an exercise. I hereby consent to such appropriate physical contact.

**Entire Agreement:** Pages 1 and 2 constitute the entire agreement. I have not relied on any oral representations by anyone in addition to, or inconsistent with, the written terms of this agreement.

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

