



Waiver of Liabilities

This Agreement is made and entered into on the date below by and between _____ (hereinafter, "Participant") and Engineered Fitness Colorado, LLC (hereinafter, "EFC", formerly "SHB"). Whereas, Participant desires to use the fitness/health Facility located at 8000 E. Prentice Ave., Unit C-4, Greenwood Village, CO 80111, (hereinafter, "Facility"); Now, therefore, in consideration of EFC granting permission to use the Facility, Participant hereby warrants, represents and agrees to the follows:

1. Participant understands and agree that Participant may be placing his/her life and health at serious risk. Participant understands and agrees that the risks to Participants life and health as a result of use of the Facility may exist in all places, at all times, and in all activities. Participant freely accepts and fully assumes the risk that he/she can get hurt and/or die.
2. Participant hereby releases EFC from any duty to protect him/her from harm of any kind, and agrees that even if EFC chooses to implement safety procedures, such actions shall not alter the fact that EFC has no duty to protect Participant.
3. Participant hereby waives and releases any and all claims that Participant or his/her heirs have or may have in the future against EFC for any loss, damage, expense, injury or death, suffered from or in connection with Participants use of Facility due to any cause whatsoever.
4. **Legal Costs & Expenses** The prevailing party in any dispute arising out of the interpretation, application or enforcement of any provision or this Agreement shall be entitled to recover all it's costs and expenses, including reasonable attorney's fees and court costs incurred in or related to the proceeding.
5. **Governing Law** This Agreement, and all the rights and duties of the parties arising out of, in connection with, or relating in any way to the subject matter of the Agreement or to the transactions contemplated by it, shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado.
6. **Servability** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully servable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected the illegal, invalid or unenforceable provision by its severance from this Agreement.

7. **Indemnification** Participant agrees to release, to defend and to indemnify and hold harmless EFC, its affiliates and subsidiaries, at Participants' cost and expense, from and against any and all claims, demands or causes of action arising out of the acts or omissions of Participant. Participant will reimburse EFC for any and all costs, liabilities, judgments and expenses (including attorney's fees and costs) reasonably incurred by EFC in connection with the investigating, preparing for and defending against any connection with the investigating, preparing for and defending against any such claim, whether or not resulting in any liability, and any amount paid in settlement.

8. **Entire Agreement** This Agreement sets forth the entire understanding between the parties hereto with respect to the subject matter of this Agreement and may not be amended, modified or subsided except by written Agreement signed by the parties hereto.

By signing below, Participant certifies that he/she has read entirely and understood this Agreement, and agrees in full with its terms, intended that it be binding on Participant, his/her heirs, executors and administrations, and that it remain in full force and effect for as long as Participant uses the Facility.

Printed Name: _____ Date of Birth: _____

Signature: _____ Date Signed: _____