

**Gospel Aerobics**  
***Tabernacle Baptist Church***  
***Fitness Center***  
***150 East Second Streets***  
***Burlington, NJ 08016***

Even when performed appropriately and under proper supervision, there are inherent risks in any exercise program. As a condition of your participation in Gospel Aerobics at Tabernacle Baptist Church (TBC) Fitness Center of Burlington, NJ, you are knowingly assuming these risks.

**This form is an important legal document. It is critical that you read and understand it completely.**

**Assumption of Risk**

By using any information provided by TBC, I agree that I have been informed, understand, and am aware that strength, flexibility, and aerobic exercises, including the use of equipment, are potentially hazardous activities. It is not possible to specifically list each and every individual injury risk. However, fitness activities do involve risk of injury including: bodily injury, alteration in blood pressure or heart rate, fainting, heart attack, stroke, and a remote risk of serious disability or death. I hereby agree to expressly assume and accept any and all risks of injury or death.

I do hereby further declare to TBC that I am physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machinery. I also acknowledge that TBC recommends that I have yearly or more frequent physical examinations and consultations with my physician as to physical activity, exercise, and use of exercise equipment. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in the exercise activities, programs, and use of equipment without the approval of my physician and hereby assume all responsibility for my participation in said activities, programs, and use of equipment. I agree to advise TBC in writing if my physician advises me to stop, reduce, or otherwise adjust my exercise routine.

I understand that providing and maintaining an exercise and fitness program for me does not in any way constitute an acknowledgement, representation, or indication of my physiological well-being, or a medical opinion relating thereto by TBC.

**Indemnification and Waiver of Liability**

In consideration of gaining access to participate in the personal fitness training activities and programs with TBC and the use of TBC's facilities, equipment, and services, I hereby waive, release, and forever discharge TBC, its officers, employees, representatives, agents, contractors, officers and directors from any and all responsibilities or liability for injuries or damages resulting from my participation in any activities in said program.

Further, I hereby and forever release, discharge and hold harmless TBC, and its respective agents, assigns, contractors, employees, officers and directors from any and all claims, demands, damages, rights of action, or causes of action, present or future, arising out of or connected with my participation in this or any exercise program including any injuries resulting therefrom. This waiver and release of liability includes, but is not limited to, injuries which may occur as a result of: equipment that may malfunction or break; any slip, fall, or dropping of equipment; unintentional oversight or negligent instruction or supervision; participation in group activities related to fitness; incidents which occur within the institution facility and other areas associated with TBC fitness related evaluations.

**Informed Consent**

I understand the policies and procedures set forth by TBC and I have had the opportunity to discuss my specific needs in relation to the participatory activity. I have also had an opportunity to ask questions. Any questions that I have asked have been answered to my complete satisfaction.

I am voluntarily participating in a program of physical exercise under the direction of TBC which will include, but may not be limited to, weight and/or resistance training and aerobic activities with full knowledge, understanding, and appreciation of the dangers involved.

I acknowledge and agree that no warranties or representations have been made to me regarding the results I will achieve from this program. I understand that results are individual and may vary.

The information provided by TBC related to good and human nutrition is not intended to be used for the diagnosis or treatment of any health problem or as a substitute for consulting a licensed health professional.

I fully understand the risks and waivers set forth herein, have had the opportunity to have this document reviewed by counsel of my choice, and knowingly agree to accept full responsibility for my own exposure to such risks and to waive full responsibility and liability on behalf of TBC. I acknowledge that I have thoroughly read this waiver and release, and I am waiving any right I, or my heirs, successors or assigns, might have to bring a legal action or assert a claim against TBC for negligence or that of its employees, agents, or contractors.

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**Print name**

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**Signature**

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**Date**