

Waiver and Release of Liability

In consideration of my use of the exercise equipment, facilities, and premises provided by Marathon Primary Care Services, The Marathon Foundation, and their respective insurers, employees, volunteers, officers, directors, affiliates, and associates (collectively, "Marathon"), I expressly agree and contract, on behalf of myself and my heirs, executors, administrators, successors and assigns, that Marathon shall not be liable for any damages arising from personal injuries sustained by me, or my guests, on or about Marathon's premises or as a result of the use of Marathon's equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of Marathon.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I HEREBY FULLY AND FOREVER RELEASE AND DISCHARGE MARATHON FROM ANY AND ALL FUTURE CLAIMS, DEMANDS, DAMAGES, RIGHTS OF ACTION, OR CAUSES OF ACTION WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, RESULTING FROM OR ARISING OUT OF THE USE OF MARATHON'S EQUIPMENT, FACILITIES, OR PREMISES.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that Marathon is not responsible for property that is lost, stolen or damaged while in, on, or about the premises.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Printed Name: _____

Date of Birth: _____

Signature: _____