

**PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK**

IT IS EXPRESSLY AGREED THAT THE USE OF CROSS CREEK FITNESS CENTER, THE EQUIPMENT LOCATED THEREIN, AND PARTICIPATION IN ANY CLASSES PROVIDED BY THE CENTER SHALL BE UNDERTAKEN BY PARTICIPANT AT THEIR SOLE RISK, CROSS CREEK CAPITAL PARTNERS, LLC AND ITS STAFF, SHALL NOT BE LIABLE FOR ANY INJURIES OR DAMAGES WHICH ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION OR USE OF ANY EQUIPMENT INCLUDING BUT NOT LIMITED TO SUCH CLAIMS WHICH ALLEGE ANY NEGLIGENT ACTS OR OMMISSIONS.

I FURTHER AGREE THAT:

1. I understand that Cross Creek Capital Partners, LLC recommends that I consult with my physician before starting an exercise program.
2. I expressly understand and agree to assume all risks existing in this type of activity. My participation in this activity is purely voluntary and I chose to participate in spite of the risks.
3. I will inspect the equipment for defects prior to use. If it is defective, I will not use it and will report any defects immediately to Cross Creek Capital Partners, LLC.
4. **I understand that under no circumstance may I allow any guest in the fitness center without the prior consent of Cross Creek Capital Partners, LLC. I understand that to do so will results in a \$50.00 penalty being assessed to my account or cancellation of membership.**
5. I understand that if my card is lost or stolen, there is a \$20.00 replacement charge.
6. I understand that in order to cancel this membership, I must give 30-days written notice and return my access card.
7. Minimum membership term shall be 6 months.

By my signature below, I acknowledge that I have read, understand and agree to the terms of my membership at Cross Creek Fitness Center and that I have received a copy of both the waiver and contract.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Work Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Access Card Number