

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

DECLARATIONS: This agreement is entered into between Rachael Nitz and the undersigned client. The provision of training services and use of equipment are contingent upon this agreement.

ASSUMPTION OF RISK: You agree that if you engage in any physical exercise or activity, including personal training, or use any equipment for any purpose, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any equipment, whether provided to you or otherwise, including injuries or damages arising out of the negligence of the trainer, whether active or passive, or any of the trainer's affiliates. Your assumption of risk includes, but is not limited to, your use of any exercise equipment. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, aquatic activities, tennis, basketball, volleyball, racquetball, or any other sporting or recreational endeavor. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including without limitation, any loss of theft of any personal property, whether arising out of the negligence of trainer or otherwise.

RELEASE: You agree on behalf of yourself to release and discharge the trainer from any and all claims or causes of action arising out of the negligence of the trainer, whether active or passive, or any of the trainer's affiliates. This waiver and release of liability includes, without limitation, injuries which may occur as a result of your use of any exercise equipment, negligent instruction or supervision, and/or slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training, including injuries resulting from the trainer's or anyone else's negligent inspection or maintenance of the facility or premises.

INDEMNIFICATION: By execution of this agreement, you hereby agree to indemnify and hold harmless the trainer from any loss, liability, damage, or cost the trainer may incur due to the provision of personal training by the trainer to you.

ACKNOWLEDGMENTS: You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. You acknowledge that the trainer offers a service to clients. The trainer is not in the business of selling weightlifting equipment, exercise equipment, or other products. You acknowledge and agree that the trainer does not place such items into the stream of commerce. This release is not intended as an attempted release of claims or gross negligence or intentional acts.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against the trainer for the trainer's negligence, or for any defective product used while receiving personal training from the trainer. You have read and voluntarily agree to the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.