

Waiver of Liability

I wish to participate in PERSONAL TRAINING ("Program") offered by BODY SHOPPE FITNESS, LLC ("Facility"). As a participant of BODY SHOPPE FITNESS, LLC, I represent and agree as follows:

1. As required for participation in the Program, I have completed a Physical Activity Readiness Questionnaire (if applicable) and have if required, submitted a Medical Clearance Form and any additional medical test results and/or forms as may be required of me to the Facility.

_____ (*initial*)

2. I understand the nature and purpose of the Program and am aware that any strenuous physical activity involves certain risks. I assume the risk of any and all accidents or injuries of any kind, which may be sustained by me by reason of or in connection with my participation in the Program. I release, discharge and absolve BODY SHOPPE FITNESS, LLC, its officers, directors, employees, its parties, and agents and each of their affiliates, and subsidiaries from any and all liability or responsibility for any such accident or injury. This release shall be binding upon my heirs, executors, administrators and assigns. _____ (*initial*)

3. I understand that BODY SHOPPE FITNESS, LLC is the sole manager and operator of the Program and equipment and that The Facility exercises control over the management or operation of the Program or the equipment. _____ (*initial*)

4. I agree to abide by all rules and regulations of the Program and Facility and as same may be changed from time to time. _____ (*initial*)

5. I understand BODY SHOPPE FITNESS, LLC and Parties shall not be liable for the disappearance, loss or theft of, or damage to, any of my personal property (including any personal property stored by me in any dressing room or "lock box" located in any changing room) including, but not limited to, money, negotiable securities, jewelry, clothing and etc.

_____ (*initial*)

I have read this Waiver and understand all its terms. I execute it voluntarily and with full knowledge of its significance and fully understand that by agreeing to it, I am giving up legal rights and/or remedies that may be available to me. By signing below I accept the terms and conditions of membership and billing and agree to the Policies and Procedures.

NAME: _____

SIGNATURE: _____

DATE: _____ Phone #: _____ Email _____