



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

**DECLARATIONS:** This Agreement is entered into between Functionised Integrative Therapeutics (FIT) and the undersigned ("Client"). The provision of services by FIT to Client, and Client's use of any premises, facilities or equipment are contingent upon this Agreement.

**ASSUMPTION OF RISK:** You agree that if you engage in any physical exercise or activity or enter our premises or use any facility or equipment on our premises 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 premises or facility, or using any equipment, whether provided to you by FIT or otherwise, including injuries or damages arising out of the negligence of FIT, whether active or passive, or any of FIT's affiliates, employees, agents, representatives, successors, and assigns.

Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), sports fields, courts, or other areas, locker rooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, lobby or other general areas of any facilities, or any equipment.

You assume the risk of your participation in any activity, program, instruction, or event at FIT.

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 or theft of any personal property, whether arising out of the negligence of FIT or otherwise.

**RELEASE:** You agree on behalf of yourself (and all FIT's representatives, heirs, executors, administrators, agents, and assigns) to release and discharge FIT (and FIT's affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of FIT, whether active or passive, or any of FIT's affiliates, employees, agents, representatives, successors, and assigns.

This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from training, including injuries resulting from FIT 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 FIT from any loss, liability, damage, or cost FIT may incur due to the provision of personal training by FIT 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 by the law in the State of New Jersey 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 FIT offers a service to clients encompassing the entire recreational and/or fitness spectrum. FIT is not in the business of selling weightlifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by FIT.

You acknowledge and agree that FIT does not place such items into the stream of commerce. This release is not intended as an attempted release of claims of 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 FIT for negligence, or for any defective product used while receiving services from FIT. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Date: \_\_\_\_\_

Optional:

I agree to allow FIT to photograph me for use on media sites and for my own progress monitoring. I agree I may receive copies but may not approve them for use and will not receive compensation for it.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FIT Representative: \_\_\_\_\_

FIT Signature: \_\_\_\_\_ Date: \_\_\_\_\_