

RELEASE OF LIABILITY
AND
EXPRESS ASSUMPTION OF RISK

RELEASE OF LIABILITY

In consideration of Get Into Shape Fitness LLC (the "Personal Trainer") providing me one on one or group fitness training, instruction, or teaching ("Activities"), I agree that I engage in such Activities at my own risk. This includes, without limitation, my presence on the premises for the Activities; my use of any equipment on the premises; or my participation in or viewing of, whether online or offline or on or off the premises, any of the Activities or any other activity, class, program, instruction, fitness program, workout, or any content provided by the Personal Trainer ("Additional Activities"). I agree to release and discharge the Personal Trainer and any of the Personal Trainer's related companies, officers, directors, instructors, employees, partners, agents, and co-participants ("Released Parties") from any and all liability whatsoever for injuries, damages, claims, or causes of action (known or unknown) arising out of their negligence, attributable or relating in any manner to my entry upon and use of the premises and participation in the Activities or in the Additional Activities, whether caused by the negligence of the Personal Trainer or any of the Released Parties or by any other reason. This includes, without limitation, injuries or damages of any and every kind, to both person and property, and any and all injuries and damages that may develop in the future, whether related to the Activities or the Additional Activities or not.

I acknowledge that the Personal Trainer offers a service to its clients encompassing the entire recreational and/or fitness spectrum and that the Activities or the Additional Activities may not be specifically tailored to me or to where I am on the fitness spectrum. The Personal Trainer is not in the business of selling exercise equipment or other products to the public and the purchase or use of such items is incidental to the service provided by the Personal Trainer. I acknowledge and agree that the Personal Trainer does not place such items into the stream of commerce.

Medical Treatment Release

I hereby authorize the Personal Trainer to secure, and I consent to, any medical treatment that may be given to me should the Personal Trainer determine, in its sole discretion, that I need medical care, as a result of my being on the premises or from participating in the Activities or Additional Activities. I accept full responsibility for all costs related to my medical treatment, including any transport costs, and I release all parties involved from any type of liability for anything that may happen during my treatment or transport.

Responsibility for Personal Property

I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto the premises or that I use during the Activities or Additional Activities, and that the Personal Trainer will not be responsible for or provide any security for my property and personal belongings.

This release is not intended as an attempted release of claims of gross negligence or intentional acts.

I acknowledge that I have carefully read this Release of Liability and fully understand that it is a release of liability. I am waiving any right that I may have to bring a legal action to assert a claim against the Personal Trainer arising out of the Personal Trainer’s negligence. This Release of Liability is intended to be interpreted as broadly and all encompassing as permissible under California law.

ASSUMPTION OF RISK

I agree that if I engage in any one on one or group fitness training, instruction, or teaching, or any other activity in connection with the Personal Trainer, I do so at my own risk. I understand that my participation in one on one or group fitness training, instruction, or teaching; participation in any activity, class, program, instruction, fitness program, or workout, whether online or offline or on or off the premises; and/or my viewing of any content provided by the Personal Trainer carries with it certain risks, known and unknown, including, but not limited to, the risk of personal injury and I fully assume that risk on my own behalf and on behalf of my heirs, assigns, and/or agents. I agree that I am voluntarily present and/or participating in the Activities or any other activities offered by the Personal Trainer and I assume all risks of injury including, without limitation, injuries or damages of any and every kind, to both person and property, and any and all injuries and damages that may develop in the future, including injuries or damages arising out of the Personal Trainer’s negligence.

I hereby release the Personal Trainer and any of the Personal Trainer’s related companies, officers, directors, instructors, employees, partners, agents, and co-participants from any duty of reasonable care to protect me from injury or damage. This Assumption of Risk is intended to be interpreted as broadly and all encompassing as permissible under California law.

By participating in or attending any virtual or in-person activity in connection with Get Into Shape Fitness LLC, I consent to the use of any photographs, pictures, film, or videotape taken of me or provided by me for publicity, promotion, television, or any other use and expressly waive any right of privacy, compensation, copyright, or other ownership right connected to my participation.

This Release of Liability and Express Assumption of Risk is governed by the laws of the State of California, without reference to its conflicts of laws provisions and is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. If any provision or portion of this Release of Liability and Express Assumption of Risk shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I UNDERSTAND THAT I WILL BE GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND THAT I ENTER THIS AGREEMENT FREELY AND VOLUNTARILY.

Date: _____

Name: _____

Signature: _____