

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

This agreement is entered into between personal training provided by RESI.fit under Resilient Visuals LLC and the undersigned ("Client"). The provision of professional training services by Instructor to Client, and Client's use of any premises, facilities or equipment are contingent upon this agreement.

ASSUMPTION OF RISKS: Client agrees/understands that if you engage in any physical exercise or activity, including personal/group training, but not limited to, use of any facility or equipment provided by RESI.fit under Resilient Visuals LLC, 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 Instructor or otherwise, including injuries or damages arising out of the negligence of Instructor, whether active or passive, or any of Instructor'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, sidewalks, parking lots, stairs, lobby or other general areas of any facilities, or any 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, or any other sporting or recreational endeavor. You agree that you are voluntarily participating in the 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 Instructor or otherwise.

RELEASE: You agree on behalf of yourself and all your personal representatives, heirs, executors, administrators, agents, and assigns to release and discharge Instructor and Instructor's affiliates, related entities, 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 exercised 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 personal training, including injuries resulting from Trainer's or anyone else's negligent inspection or maintenance of the facility or premises.

INDEMNIFICATION: By execution of this agreement, you here by agree to indemnify and hold harmless RESI.fit under Resilient Visuals from any loss, liability, damage or cost the Trainer may incur due to the provision of personal training by RESI.fit under Resilient Visuals LLC to you.

ACKNOWLEDGEMENTS: 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 all fifty states, 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 RESI.fit under Resilient Visuals offers a service to his/her clients encompassing the entire recreational and/or fitness spectrum. This release is not intended as an attempt to release claims of gross negligence or intentional acts. You acknowledge that you have carefully read this waiver and release fully and understand that this 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 legal action or assert a claim against RESI.fit under Resilient

Visuals for instructor's negligence, or for any defective product used while receiving professional group training service from the RESI.fit under Resilient Visuals. I 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. This is a NONREFUNDABLE program. By submitting this form, I agree to allow RESI.fit under Resilient Visuals, to design a program for me to enhance my wellness, health and fitness goals. I will follow the program to the best of my ability and will not hold RESI.fit under Resilient Visuals or any related persons or parties personally liable for any problems, illnesses, or injuries that might occur due to a sudden change in my eating habits. I understand that RESI.fit under Resilient Visuals is not a registered or licensed dietitian, nor medical practitioner. This fitness program does not replace expert advice or medical treatment of my own private doctor. I have given RESI.fit under Resilient Visuals all necessary information about myself to prevent any possible complications.

Confidentiality: All information collected will remain confidential to staff of RESI.fit under Resilient Visuals unless subpoenaed by the court of law or for emergency situations involving you, the participant that may require immediate medical attention. All data collected from the progress tracking may be used anonymously to improve the Resilient Movement or further research in the subjected field. No identifying information will be attached to any data collected from the Resilient Movement program.

Please note that photographs and video footage will be taken throughout the Resilient Movement series. These will be used by RESI.fit for marketing and publicity in our publications, on our website, and in social media or in any third-party publication.

Print name: _____ Date _____

Signature: _____