



RELEASE AND WAIVER OF LIABILITY

This Agreement is entered into between Transformation Columbus, LLC (Trainer) and the undersigned (“Client”). The provision of group fitness training in the gym located at 472 W. Olentangy Street, Powell OH 43065 (“Premises”) by Trainer to Client, and Client’s use of facilities and equipment located at Premises are contingent upon this Agreement.

ASSUMPTION OF RISK: You agree that if you engage in any physical exercise or activity, including personal training, or enter the Premises or use any facility or equipment on the 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 facility or equipment at, on, or in the Premises.

RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, insurers, agents, and assigns) to release and discharge Trainer (and Trainer’s affiliates and related entities), and the owner and the occupants of Premises from any and all claims or causes of action (known or unknown), including but not limited to, the negligence of Trainer, regarding the training and/or use of the Premises. If you are unable to complete the exercise due to physical limitation or lack of understanding DO NOT attempt. If you do attempt, you will be responsible for any injury sustained.

ACKNOWLEDGMENTS: You expressly agree that the foregoing release, waiver, assumption of risk agreement is intended to be as broad and inclusive as permitted by the law in the State of Ohio 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 you have carefully read this waiver and release and fully understand that it is a release of liability and express assumption of risk. You are aware and agree that by executing this Agreement, you are giving up your right to bring a legal action or assert a claim, including ordinary negligence, against Trainer or owner or occupants of the Premises, or for any defective product used while receiving personal training from Trainer or otherwise present on Premises. You have read and voluntarily signed this Agreement and further agree that no oral representations, statements, or inducement apart from the foregoing written Agreement have been made.

Dated: _____

Trainer:

Client (if client is a minor by Parent or Guardian):

Transformation Columbus, LLC
