**WAIVER AND RELEASE OF LIABILITY**

This Waiver and Release of Liability (the “Release”) is executed on this day of

, 20 , by (hereinafter “Client”).

WHEREAS, Client has contracted with Creative Fitness to participate in a Creative Fitness Boot Camp Utilizing the Creative Fitness System; and

WHEREAS, Client makes the following representations, waivers and releases with knowledge that Creative Fitness relies upon the truth of each statement contained herein.

1. I hereby acknowledge and understand that my participation in a boot camp training program involves inherent risks of injury and death, especially if I have pre-existing health conditions related to weight, age and/or certain physical conditions. I hereby accept the full risk of injury and death and hereby hold Creative Fitness, its members, managers, officers, staff, employees, trainers and investors harmless from any and all claims for damages related to any personal injury or death as a result of my participation in the Creative Fitness Boot Camp.
2. I am fully and completely physically capable of participating in a boot camp training program of the intensity and difficulty provided by Creative Fitness and I am not aware of any illness or condition that would prohibit me from participating in the program or that could increase my risk of injury or death. The attached Health History Form is true and correct in all respects.
3. I understand that none of the agents, staff, trainers, members, managers, officers or instructors of Creative Fitness are medically licensed and they cannot give, nor will I seek from them, any medical diagnosis, advice or intervention. I agree to contact my personal physician both prior to commencing the boot camp training to confirm my physical capability of participating in the training, and also during the program should I experience any condition or sensation of abnormal or out of the ordinary physical well-being.
4. I understand that Creative Fitness shall provide valuable proprietary and confidential training practices, procedures and information in order to evaluate and train me on physical exercise and nutrition without any guarantee as to results. I agree to maintain the confidentiality of such information and not to use, disclose or disseminate such information to any third parties or for the purposes of participating, directly or indirectly, in any business venture that competes with Creative Fitness Boot Camps within a thirty mile radius of any Creative Fitness location for a period of three years from the date of my boot camp training.
5. I REPRESENT AND WARRANT THAT I AM NOT A PERSONAL TRAINER AND THAT I DO NOT INTEND TO UTILIZE THE INFORMATION AND KNOWLEDGE I OBTAIN IN THE CREATIVE FITNESS BOOT CAMP TRAINING PROGRAM TO TRAIN OTHER PERSONS IN ANY MANNER WHATSOEVER.
6. I hereby consent to the use by Creative Fitness of my likeness and of any photos of me by Creative Fitness on its website, in advertisements and in any multi-media presentations by Creative Fitness highlighting or promoting its boot camps.

This Release is executed voluntarily in consideration of my participation in the CREATIVE FITNESS BOOT CAMP TRAINING PROGRAM.

I acknowledge that I have read and understood the entire contents of this Agreement and I agree to be bound hereby.

Client Signature Printed Name

Address

Phone Number