

BFFS WAIVER AND RELEASE

This document constitutes the entire Agreement ("Agreement") between **BodyImage Female Fitness Studio, LLC**, a Michigan limited liability company ("Company") and _____, of _____ ("Client").

PURPOSE OF AGREEMENT

The Company operates out of a fitness studio located at 3140-3144 Heights Ravenna Road, Muskegon, Michigan 49444 ("Studio"). The Client has agreed to voluntarily participate in an exercise program/class at the Studio under the guidance of an instructor.

Therefore, for good and valuable consideration, the parties agree as follows:

AGREEMENT

1. **Attendance of Exercise Class.** The Company agrees to allow the Client to attend an exercise class, including but not limited to, yoga, strength training, and aerobic exercise, that is being held at the Studio. The Client stipulates that he or she is physically and mentally sound to participate in the exercise class and currently has no physical conditions that would be aggravated by his or her involvement in the exercise class.
2. **Instructor Relationship.** The Client acknowledges and agrees to participate in the exercise class under the guidance of an instructor. The Client acknowledges and agrees that the instructor is not an employee of the Company and shall be considered an independent contractor, and the Instructor has the sole control of the manner and means of performing the exercise class.
3. **Waivers and Releases.**
 - a. **Release of Liability:** For and in consideration of the use of the Studio, the Client specifically forever releases and relinquishes and discharges the Company and each and every representative, agent, servant, employee, officer or director of the Company, from any and all claims, liability, cause(s) of action and/or damages, including for personal injury, property damage or wrongful death, injury to others and/or third parties, which arise out of, result from or relate to this Agreement, the maintenance, assembly, design, use and/or operation of the Studio and the exercise class.
 - b. **Waiver:** The Client voluntarily agrees, understands and recognizes that the Client will have no right to make a claim or file a lawsuit against the Company arising out of this Agreement, the maintenance, assembly, design, use and/or operation of the Studio or exercise class.
4. **Acceptance of Responsibility and Assumption of the Risks.** The Client expressly acknowledges and accepts the assumption of all risks relating to the maintenance, design, use and/or the operation of the Studio and the exercise class and understands that exercising involves risks to the Client, including bodily injury, partial or total disability, paralysis and death, and damages which may arise there from and that Client has full knowledge of said risks and dangers. The Client acknowledges that there may be risks and dangers not known to the Client or not reasonably foreseeable at this time related to use and/or operation of the Studio and exercise class, and the Client assumes responsibility for any and all such risks and dangers.

5. **Jurisdiction; Governing Law.** The Client expressly agrees that any proceeding, dispute, claim or controversy arising out of, resulting from and/or relating to this Agreement, the maintenance, design, use and/or operation of the Studio or exercise class shall be construed in accordance with and governed in all respects by the laws of the state of Michigan. The Client expressly agrees to submit to the exclusive jurisdiction of the courts presiding in the County of Muskegon.

6. **Severability.** Each provision of this Agreement, including an exclusions or limitations of liability, shall be construed separately. If the Court deems any provision of this Agreement illegal or otherwise unenforceable for any reason, that provision shall be severed from this Agreement and shall be inoperative, and the remainder of the Agreement shall remain operative and shall be binding on the parties.

7. **Entire Agreement.** This Agreement constitutes the final and entire Agreement between the Company and the Client. This Agreement represents the entire understanding between the parties and prevails over any prior or contemporaneous, conflicting or additional, communications, unless the Company revises or modifies this Agreement.

The Company- BodyImage Female Fitness Studio, LLC, a Michigan limited liability company

The Client

By: Cecil D. McCarty
Its: Manager
Dated: _____

By: _____
Dated: _____

Parent or Guardian (if applicable)

By: _____
For (Minor's Name): _____
Date: _____