

**DECLARATIONS:** The provision of fitness services provided by Third Zone Fitness to Participant, and Participants use of any suggested workout, supplement, meal plan or clothing are contingent upon these terms.

**ASSUMPTION OF RISK:** You agree that if you engage in any physical exercise or activity, including personal training, or utilized our recommended supplements, work out plan, meal plan or clothing 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 of the aforementioned, whether provided to you by Third Zone Fitness or otherwise, including injuries or damages arising out of the negligence, whether active or passive, or any of Third Zone Fitness 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, locker rooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, lobby or other general areas of any facilities or home, 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, aquatic activities, tennis, basketball, volleyball, racquetball, or any other sporting or recreational endeavor associated with Third Zone Fitness or its affiliates, employees, agents, representatives, successors, and assigns. You agree that you are voluntarily participating in the aforementioned 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 or otherwise.

**RELEASE:** You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Third Zone Fitness (and affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Trainer, whether active or passive, or any of Trainer's affiliates, 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 exercise 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 hereby agree to indemnify and hold harmless Trainer from any loss, liability, damage, or cost Trainer may incur due to the provision of personal training by Trainer to you.

**ACKNOWLEDGMENTS:** 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 the State of California 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 Trainer offers a service to his/her clients encompassing the entire recreational and/or fitness spectrum. Trainer is not in the business of selling weightlifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by Trainer. You acknowledge and agree that Trainer does not place such items into the stream of commerce. This release is not intended as an attempted release of claims of gross negligence or intentional acts.