

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

DECLARATIONS: This Agreement is entered into between personal trainer Charlene Pring of Fit Little Biscuit and the undersigned ("Client"). The provision of personal training services by Charlene Pring to Client, and Client's use of any premises, facilities or equipment 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 our premises or use any facility or equipment on our 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 premises or facility, or using any equipment, whether provided to you by Charlene or otherwise, including injuries or damages arising out of the negligence of Charlene, whether active or passive, or any of Charlene'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), all areas indoors and outdoors, sheds, summer house, main house, kitchen, paths, parking, stairs, steps, canal, 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, HIIT exercises, or any other sporting or recreational endeavour. 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 of Charlene or otherwise. **RELEASE:** You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Charlene (and Charlene's 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 Charlene, whether active or passive, or any of Charlene'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 Charlene'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 Charlene from any loss, liability, damage, or cost Charlene may incur due to the provision of personal training by Charlene 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 law. You acknowledge that Charlene offers a service to her clients encompassing the entire recreational and/or fitness spectrum. You acknowledge that you have carefully read this waiver and release and fully understand that it 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 any legal action or assert a claim against Charlene for Charlene's negligence, injury incurred, or for any defective product used while receiving personal training from Charlene. You 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. By signing this waiver and release you agree to the terms stated for 12 full months from the date stated.***

Print Name: _____

Sign Name: _____

Date: _____