

Get Lively, LLC

**ASSUMPTION OF RISK:**

Because physical exercise can be strenuous and subject to risk of injury, including serious injury, I acknowledge that I have been advised to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. I agree that if I engage in any physical exercise or activity or use any amenity on the premises or off premises, including any sponsored event, I do so entirely at my own risk. I agree that I am voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness or death. Get Lively, LLC is not responsible for any loss of personal property.

This waiver and release of liability includes, without limitation, all injuries or illness which may occur, regardless of negligence, as a result of: (a) my use of all amenities and equipment in the facility and my participation in any activity, class, program, personal training, coaching, session or instruction; (b) the sudden and unforeseen malfunctioning of any equipment; (c) our instruction, training, coaching, practices or supervision; (d) dietary and/or nutritional supplement recommendations; (e) any on-line or virtual instruction, training or coaching; or (f) my slipping and/or falling while in the facility or on the premises, including adjacent sidewalks and parking areas; or (g) any negligence associated with the presence of or transmission of any bacteria, viruses or infectious diseases.

I have volunteered to participate in a fitness program provided to me by Get Lively, LLC ("Trainer"), which may include, but may not be limited to, resistance training and aerobic or cardiovascular exercise. In consideration of Trainer's agreement to instruct and train me, I do here now and forever release and discharge and hereby hold harmless Trainer and his respective agents, heirs, assigns, contractors, and employees from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in this or any exercise program including any injuries resulting there from.

THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, INJURIES WHICH MAY OCCUR AS A RESULT OF (1) EQUIPMENT BELONGING TO TRAINER OR TO MYSELF THAT MAY MALFUNCTION OR BREAK; (2) ANY SLIP, FALL, DROPPING OF EQUIPMENT; (3) AND/OR NEGLIGENT INSTRUCTION OR SUPERVISION.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS FORM IN ITS ENTIRETY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST TRAINER FOR YOUR NEGLIGENCE OR THAT OF YOUR EMPLOYEES, AGENTS, OR CONTRACTORS.

This form is an important legal document that explains the risks you are assuming by beginning an exercise program. It is critical that you have read and understand this document completely. If you do not understand any part of this document, it is your ultimate responsibility to ask for clarification prior to signing it.

### **Photo & Video Release**

I hereby grant permission for “Get Lively®: Health & Fitness” to take photos and/or videos of my child and/or myself for public and studio use including, but not limited to, advertising, marketing, education, etc. I understand that in some cases, my child and/or my name may be used. I further understand no financial compensation will be for use of these photos/videos. This also applies to photos and/or videos taken by a third party and available for Get Lively’s use.