

Pure Fitness 4 You, LLC

Participant Agreement, Release of Liability, Waiver and Assumption of Risk

IMPORTANT! Please read this carefully as this is a legal binding agreement.

1. In consideration of the services of Pure Fitness 4 You, LLC, its Members, agents, contractors, employees, volunteers, participants, lessors, insurers and all other persons or entities acting in any capacity on their behalf (hereafter collectively referred to as RELEASEES), I agree to release and discharge RELEASEES, on behalf of myself, my children, parents, guardians, heirs, assigns, personal representatives and estate as follows:

2. In consideration of my being allowed to participate in the studio activities, classes, or parties and/or to use it's equipment, I agree to the following waiver and release. INITIAL _____

3. I, for myself, my heirs, executors or anyone else who may claim on my behalf, hereby waive, release and forever discharge, Pure Fitness 4 You, LLC, its directors, officers, employees, independent contractors, representatives, class, lessons or party presenters, executors, and all others (the "Releasees") from any and all responsibilities or liability from personal injury, death, damage to property or loss of any kind resulting from participating in any programs or parties or my use of equipment belonging to or made available by Releasees due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, and also including the failure on the part of Releasees to safeguard or protect me from the risks, dangers and hazards of participating in a demo, party, class or lesson activity. INITIAL _____

4. I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs of Pure Fitness 4 You, LLC –or use of equipment. I acknowledge that it has been recommended that I have an annual or more frequent physical examination and consultation with my physician(s), if deemed necessary by my physician(s) as to physical activity, dance, exercise, and use of exercise and training equipment, so that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in activity and/or use of equipment without the approval of my physician and do hereby assume all responsibility for my participation in activities and use of equipment in my activities. INITIAL _____

5. I understand that FUN classes, activities and lessons involve risk, dangers and hazards and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting there from. INITIAL _____

6. Pure Fitness 4 You, LLC shall not be liable for any injuries or any damage to any participant or be subject to any claim, demand, injury or damages, whatsoever, including without limitation, those damages from acts of passive or active negligence, action or inaction on the part of Pure Fitness 4 You, LLC, its Members, employees, contractors or agents. Participant does not hereby expressly forever release and discharge Pure Fitness 4 You, LLC, from all such claims, demands, injuries,

damages, actions, or causes of action. Participant acknowledges that she/he has carefully read this paragraph and fully understands that this is a waiver and release of liability. INITIAL _____

7. I understand this document is a contract and my signing of it is at my own free will. I understand that this contract is severable; that if any part of it is held by a court of law to be unenforceable, the rest shall survive. I agree that the venue to any legal action arising out of, concerning, or involving this document or the use of Pure Fitness 4 You, LLC –facilities or Releases will be held in Eau Claire, WI. I also understand and agree that this agreement will remain in full force and effect forever and will apply to any and all visits, now and forever to Pure Fitness 4 You, LLC. INITIAL _____

8. I do hereby grant Pure Fitness 4 You, LLC permission to use my likeness in photograph or video in any and all of its publications, including website entries and social media, without compensation or any other consideration. I understand and agree that these materials will become the property of Pure Fitness 4 You, LLC and will not be returned. I hereby irrevocably authorize Pure Fitness 4 You, llc to edit, alter, copy, exhibit, publish or distribute images of me for purposes of publicizing Pure Fitness 4 You, LLC programs or for any other lawful purpose. In addition I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any rights to royalties or other compensation arising or related to the use of the photograph or video. INITIAL _____

9. In entering this agreement I am not relying on any oral or written representations or statements made by the Releasees other than what is set forth in this agreement. INITIAL _____

I have read and understood this agreement and I am aware that by signing this agreement I am waiving certain legal rights, which I or my heirs, executors and representatives may have against the Releasees. INITIAL _____

Participant's Name (print): _____

Participant's signature/Parent's signature for minors: _____

Date: _____

Phone number: _____

Address: _____

Participant's Email: _____

Instructor Signature: _____