

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

DECLARATIONS: This Agreement is entered into between PrettySTRONG, LLC (coach) and the undersigned _____ . The provision of online coaching services by Coach to Client, and Client's use of any coaching are contingent upon this Agreement.

ASSUMPTION OF RISK: You agree that if you engage in any physical exercise or activity, 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, using any equipment, using any advice given, or using program provided to you by Coach or otherwise, including injuries or damages arising out of the negligence of Coach, whether active or passive, or any of Coach's affiliates, employees, agents, representatives, successors, and assigns. You assume the risk of your participation in any activity, program, instruction, or event, including but not limited to weightlifting, walking, stretching or any other sporting or recreational endeavor. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you that might result arising out of the negligence of Coach or otherwise.

RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Coach (and Coach'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 Coach, whether active or passive, or any of Coach'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 coaching, including injuries resulting from Coach'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 Coach from any loss, liability, damage, or cost Coach may incur due to the provision of training by Coach 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 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 Coach offers a service to his/her clients encompassing the entire recreational and/or fitness spectrum. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

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 a legal action or assert a claim against coach for coach's negligence, or for any defective product used while receiving training from coach. 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.

Date: _____ Print Name: _____

Sign Name: _____

Please print, sign, and email back as a PDF to coach@prettystronglife.com