

Waiver and Release Of Liability

In consideration for the participation in personal training, group fitness or similar classes or instruction, in person or online (the "Activity"), and for other good and valuable consideration, the receipt and sufficiency whereof being duly acknowledged, to the fullest extent permitted by law, I hereby release, discharge, hold harmless and covenant not to sue sweatconnected LLC ("SC"), its affiliates, managers, members, agents, attorneys, staff, volunteers, representatives, predecessors, successors and assigns (each a "Releasee") from all actions, causes of action, suits, damages, claims and demands whatsoever which against the Releasee, I, my administrators, executors, heirs, beneficiaries, successors and assigns ever had, now have or hereinafter can, shall or may have, for, upon, or by reason of any matter arising out of the Activity including, without limitation, negligent rescue operations; and agree that if I, or anyone on my behalf, makes a claim against any of the Releasees that is prohibited by this instrument, I, my representative or my estate, as the case may be, will indemnify, defend, and hold harmless each of the Releasees from and against any claim, loss, liability, damage, or cost including, without limitation, reasonable attorney's fees, which any Releasee may incur as the result of such claim.

I WARRANT AND REPRESENT THAT I AM IN GOOD HEALTH AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN THE ACTIVITY; THAT IF I BELIEVE OR HAVE KNOWLEDGE THAT THE ACTIVITY WILL BE INJURIOUS TO MY HEALTH OR WELLBEING, I WILL IMMEDIATELY DISCONTINUE PARTICIPATION IN THE ACTIVITY; THAT I FULLY UNDERSTAND THAT PARTICIPATION IN THE ACTIVITY INVOLVES RISKS OF SERIOUS BODILY INJURIES, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH, WHICH MAY BE CAUSED BY MY OWN ACTIONS OR OMISSIONS, OR THE ACTIONS OR OMISSIONS OF OTHERS; AND THAT THERE MAY BE OTHER RISKS EITHER KNOWN TO ME OR NOT READILY FORESEEABLE AT THIS TIME; AND I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, EXPENSES, COSTS AND DAMAGES I INCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY. I HEREBY FURTHER WARRANT AND REPRESENT THAT I HAVE EITHER CONSULTED A PHYSICIAN CONCERNING MY PARTICIPATION IN THE ACTIVITY AND HAVE RECEIVED CLEARANCE FROM SAID PHYSICIAN TO PARTICIPATE IN THE ACTIVITY, OR HAVE WILLINGLY CHOSEN NOT TO CONSULT A PHYSICIAN PRIOR TO MY PARTICIPATION, AND ASSUME THE RISKS ASSOCIATED WITH MY DECISION NOT TO CONSULT A PHYSICIAN.

I acknowledge and agree that SC is not responsible for errors, omissions, acts or failures to act of any instructor or other person conducting or engaged in an Activity and that SC has no control over the class, workout, means, methods and/or techniques of any instructor.

In the event that any provision contained within this Waiver and Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. This Waiver and Release of Liability shall be governed and interpreted in accordance with New York law. I consent and agree to the venue of any action or proceeding commenced by or against SC arising out of my participation in the Activity shall be the Supreme Court of New York, County of New York.

I acknowledge that the representations, warranties, covenants and promises contained in this document are material inducements for SC to permit me to participate in the Activity.

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER (OR IF I AM UNDER 18 YEARS OF AGE, MY LEGAL GUARDIAN MUST SIGN THIS ON MY BEHALF) AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS

WAIVER AND RELEASE OF LIABILITY CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

If 18 Years of Age or Older:

Signature: _____ Date: _____

Print Name: _____ Address: _____

If Under 18 years of Age:

Signature of Guardian: _____ Date: _____

Print Name of Guardian: _____ Address: _____