

WAIVER AND RELEASE OF LIABILITY AGREEMENT

____ (“Participant”) hereby enters into this Waiver and Release of Liability Agreement (“Agreement”) with Jill Coleman Fitness. (the “Company”). Participant acknowledges that there are risks involved in participating in any exercise and wellness program and understands that the Company recommends that the Participant obtain authorization from his/her medical provider prior to beginning the Company’s exercise and wellness program. In this connection, the Company’s exercise and wellness program shall include, but not be limited to, intense weight training, strenuous aerobic activity, and nutritional counseling. Participant agrees, today and on all future dates, (1) that he/she is voluntarily participating in the Company’s exercise and wellness program and assumes all risk of injury (including, but not limited to, death, paralysis, heart attack, and injury to bones, joints, or muscles), the contraction of any illness or medical condition that might result, or any damage, loss, or theft of any personal property, and (2) that the use of all facilities the Company owns, leases, or otherwise uses, shall be at the sole risk of the Participant and/or the Participant’s guest.

Accordingly, the Company shall not be liable in any fashion for any injury to the Participant and/or the Participant’s guest or any damage to the personal property of the Participant and/or the Participant’s guest and the Company shall not be subject to any claim, demand, injury, or damages whatsoever, including, without limitation, those demands resulting from any acts of negligence on the part of the Company, its officers, owners, agents, employees, independent contractors, or others.

In consideration of his/her participation in the Company’s exercise and wellness program, the Participant for himself/herself and on behalf of his/her executors, administrators, successors, and assigns, does hereby expressly forever release and discharge the Company, its successors and assigns, as well as its officers, owners, agents, employees, independent contractors, or others from all claims, demands, injuries, damages, or causes of action arising out of or in connection with the Company’s negligence. This Agreement includes, without limitation, injuries that may occur as a result of (1) the Participant’s use of any exercise equipment, (2) the Company’s improper maintenance of any exercise equipment, and/or (3) the Company’s negligent instruction, counseling, or supervision in connection with the exercise and wellness program. The Participant further agrees to save, indemnify, and hold harmless the Company, its officers, owners, agents, employees, independent contractors, or others from all costs and expenses, including its reasonable attorneys’ fees, arising from claims and demands which are the subject matter of this Agreement.

Participant is aware that the Company does not provide any kind of insurance for his/her benefit in connection with the Company’s exercise and wellness program. Participant understands that this Agreement is intended to be as broad and inclusive as permitted by the law and agrees that if any portion is held invalid, the remainder of the Agreement will continue in full legal force and effect.

NOTICE TO PARTICIPANT – Do not sign this Agreement before you have read it because it contains a RELEASE and WAIVER of claims.

Participant Signature

Date

By signing above - I hereby acknowledge that (1) I am over the age of eighteen, (2) I have carefully read and voluntarily signed this Agreement, and (3) I understand the Agreement’s terms and conditions and that the Agreement shall be effective and binding upon myself, my family, and my heirs, executors, representatives, and estate.