

## Fitness Waiver

I, [Participant's Full Name], hereby agree that by signing this document, I voluntarily assume certain legal responsibilities, including the waiver of my right to sue the following party, and, if applicable, its owners, trainers, representatives, and facilities from any physical, material, tangible, or intangible loss or damages that may occur to me during my participation in any of the fitness services (hereinafter, "Fitness Services") provided by or under the instruction of Fly Life Pro (the "Fitness Provider").

I acknowledge that participation in the Fitness Services may involve strenuous physical activity, including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, and various fitness activities. I agree that I am voluntarily participating in the Fitness Services with full knowledge of the inherent risks involved. I agree to assume and accept full responsibility for any and all risks of injury, death, or property damage arising out of or related to my participation in the Fitness Services or use of the Fitness Provider's premises, facilities, or equipment, whether caused by the negligence of the Fitness Provider or otherwise.

I acknowledge that I have been advised to consult with my physician before participating in the Fitness Services or using the Fitness Provider's premises, facilities, or equipment. I represent and warrant that I have no medical or physical condition that would prevent me from participating in the Fitness Services or using the Fitness Provider's premises, facilities, or equipment or that would increase my risk of injury or death as a result of doing so. I agree to inform the Fitness Provider of any changes in my health or medical condition that may affect my ability to participate in the Fitness Services or use the Fitness Provider's premises, facilities, or equipment.

I understand and agree that the Fitness Provider is not responsible for any personal property that is lost, stolen, or damaged while I am participating in the Fitness Services or using the Fitness Provider's premises, facilities, or equipment.

Do you understand and agree that the Fitness Provider may capture photographs or videos of you during your participation in the Fitness Services or use of the Fitness Provider's premises, facilities, or equipment? Additionally, do you acknowledge that the Fitness Provider may utilize these photographs or videos for promotional, marketing, or other purposes without seeking your prior consent or providing compensation? Please respond with either "Yes" or "No."

I hereby release, waive, discharge, and covenant not to sue the Fitness Provider, its affiliates, successors, assigns, officers, directors, employees, agents, contractors, and volunteers (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, injury, or death that may be sustained by me or to any property belonging to me while participating in the Fitness Services or using the Fitness Provider's premises, facilities, or equipment, or while in, on, or upon the premises where the Fitness Services are being conducted, regardless of whether such loss, damage, injury, or death is caused by the negligence of the Released Parties or otherwise.

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all losses, liabilities, damages, costs, or expenses (including reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under, or through me) may bring against any of the Released Parties to recover any losses, liabilities, damages, costs, or expenses which arise during or result from my participation in the Fitness Services or use of the Fitness Provider's premises, facilities, or equipment.

I agree that this Fitness Waiver is intended to be as broad and inclusive as permitted by the laws of the state in which the Fitness Services are conducted and that if any portion of this Fitness Waiver is held invalid, the remainder of the Fitness Waiver will continue in full legal force and effect. I further agree that any legal proceedings related to this Fitness Waiver will be maintained in the state in which the Fitness Services are conducted.

I affirm that I am of legal age and am freely signing this Fitness Waiver. I have read this Fitness Waiver and fully understand that by signing this Fitness Waiver, I am giving up legal rights and/or remedies which may be available to me.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_