



ALIVE!
WHOLE LIFE FITNESS STUDIO

AGREEMENT OF RELEASE AND WAIVER OF LIABILITY

Alive! Fitness Studio, Inc. dba Alive! Whole Life Fitness Studio

I, _____, hereby agree to the following:

1. That I am participating in the Health & Fitness Programs, Classes, or Workshops offered by Alive! Fitness Studio, Inc. during which I will receive information and instruction about health and fitness, including, but not limited to, strength training and lifestyle coaching. I recognize that fitness programs require physical exertion that may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved.

2. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the strength training program. I represent and warrant that I am sufficiently physically fit to participate in the strength training instruction offered by Alive! Fitness Studio, Inc., and I have no medical condition that would prevent my participation.

3. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue Alive! Fitness Studio, Inc. for any injury or death caused by their negligence or other acts of omission.

4. In consideration of being permitted to participate in the Health & Fitness Programs, Classes, or Workshops offered by Alive! Fitness Studio, Inc., I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in any of the programs.

5. In consideration of being permitted to participate in the Health & Fitness Programs, Classes, or Workshops offered by Alive! Fitness Studio, Inc., I knowingly, voluntarily, and expressly waive any claim I may have against Alive! Fitness Studio, Inc. for any injury or damages that I may sustain as a result of participating in any of the programs.

6. This agreement shall be governed by the laws of the State of California, and shall be adjudicated exclusively by a court of competent jurisdiction in San Mateo County, California. All disputes will be settled in arbitration.

Corporate:
516 8th Avenue
Menlo Park, CA 94025-1851

Studio:
647-B Veterans Boulevard
Redwood City, CA 94063-1408

Phone (650) 641-3586
Fax (866) 309-5660
www.alivefitnessstudio.com



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7. The prevailing party in any dispute arising under or relating to this Agreement shall be entitled to reimbursement for reasonable attorney fees and associated costs from the non-prevailing party. Costs of arbitration or legal proceedings will be borne equally by both parties.

8. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes any and all prior agreements, oral or written, between the parties with respect to such subject matter.

I have read the above release and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above.

DATE

SIGNATURE OF PARTICIPANT

If participant is under 18:
AS LEGAL GUARDIAN OF _____ I CONSENT TO THE ABOVE TERMS
AND CONDITIONS.

DATE

SIGNATURE OF PARENT/GUARDIAN OF PARTICIPANT

WITNESSED BY: _____