

StrongerU Senior Fitness Instructor Waiver and Release of Liability

In consideration of the risk of injury while participating in the StrongerU Senior Fitness Instructor Training (the "Training") and using the StrongerU Senior Fitness program content (the "Content"), and as consideration for the right to participate in Training and use of the Content, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Training or use of the Content, and do hereby release and forever discharge StrongerU Senior Fitness Inc. their, affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Training or use of the Content, including traveling to and from an event related to the Training or Content.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED TRAINING AND USE OF THE CONTENT AND I AM PARTICIPATING IN THE TRAINING AND USE OF THE CONTENT ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS TRAINING AND USING THE CONTENT, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL AND PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE TRAINING AND USE OF THE CONTENT. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS TRAINING AND USE OF CONTENT, INCLUDING TRAVEL TO, FROM AND DURING THIS TRAINING OR USE OF CONTENT.

I agree to indemnify and hold harmless StrongerU Senior Fitness Inc. against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If StrongerU Senior Fitness Inc. incurs any of these types of expenses, I agree to reimburse StrongerU Senior Fitness Inc.

I acknowledge that StrongerU Senior Fitness Inc. and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of StrongerU Senior Fitness Inc.

I ACKNOWLEDGE THAT THIS TRAINING AND USE OF CONTENT MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, volunteers, spectators, coaches, event official, and/or producers of this Training and Content.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "STRONGERU SENIOR FITNESS INSTRUCTOR WAIVER AND RELEASE OF LIABILITY" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE StrongerU Senior Fitness Inc AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OR ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST StrongerU Senior Fitness Inc. FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of StrongerU Senior Fitness Inc, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

This agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the participating, _____, and StrongerU Senior Fitness Inc agree that this agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language and in accordance with the purpose for which it is entered into.

In the event that any provision contained within this 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. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name:

Participant's Address:

Signature:

Date:

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name:

Relationship to Minor:

Signature:

Date: