



FITNESS COMMAND, LLC
WAIVER AND RELEASE OF ALL CLAIMS BY PARTICIPANTS

I, _____, hereby accept all risks associated with my participation in any fitness exercise programs being offered by Fitness Command, LLC (also referred to as FITCOM). In consideration of using the services of Fitness Command, I release and forever discharge Fitness Command, their employees, including trainers and any other officers, agents or volunteers ("RELEASEES") from any and all responsibilities or liability from injuries or damages to my person or personal property resulting from or connected with my participation in any of the fitness exercise programs being offered by RELEASEES whether arising from the active or passive negligence of RELEASEES or otherwise.

1. I acknowledge and fully understand that I will be engaging in exercise and training activities that potentially involve the risk of serious injury, permanent disability or death. Other possible risks may include social and economic losses which might result not only from the RELEASEES own actions, inactions or negligence, but the actions, inactions, or negligence of others, the condition of the private or public premises or any equipment or any equipment. Further, that there may be other risks not known or not reasonably foreseeable at this time. I hereby assume full responsibility for all the foregoing risks, known and unknown, and accept responsibility for the damages following any injury, permanent disability, or death.

2. I further knowledge and understand that FITNESS COMMAND, its personal trainers and other employees are not licensed dieticians or physicians and that any information or guidelines provided by FITNESS COMMAND, carries no warranty of any kind, expressed or implied, including, but not limited to, warranties regarding safety or suitability for a particular purpose.

3. FITNESS COMMAND and its employees will implement the most effective principals to help the participant achieve his or her goals within their scope of practice, but cannot guarantee that its products or workouts will be safe, effective or suitable for everyone. For that reason, all such products, services, programs, techniques and materials embodied in such products and services, are offered without warranties or guarantees of any kind, expressed or implied, and FITNESS COMMAND and its employees disclaim any liability, loss or damages that may result from their use.

4. I understand that a physician's approval is highly recommended prior to participating in any fitness exercise program. I have signed the FITNESS COMMAND, LLC Informed Consent form.

5. I have read this document in its entirety and agree to adhere to all its precepts, as well as all other terms and conditions of FITNESS COMMAND'S fitness exercise programs. I understand the risks and benefits of the programs and any questions I may have had have been answered to my satisfaction. Upon participation, I do hereby discharge, release and hold harmless FITNESS COMMAND, their employees, including trainers and any other officers, agents or volunteers from any and all liability for damage claims or losses of any kind or character whatsoever resulting from any injury or condition I may suffer, or resulting from my participation in FITNESS COMMAND'S fitness exercise programs.

6. This agreement applies not only to any and all physical injuries but to any and all claims from the damage to, loss of, or theft of property relating to my participation in FITNESS COMMAND'S fitness exercise programs.

7. This document and the accompanying FITNESS COMMAND, LLC Informed Consent contains the entire agreement between the parties. No other agreement exists between the parties and no representations, verbally or in writing, have been made except as stated herein.

In signing this Waiver and Release of All Claims by Participant, I acknowledge and represent that I am 18 years of age or older, that I have read and understood the contents of this document, and that no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made. I also agree, for myself and my successors, that the above representations are not mere recitals and that they are binding.

Participant's Signature

Date