

ACKNOWLEDGMENT OF RISK, WAIVER AND RELEASE OF CLAIMS

IMPORTANT NOTICE!!

BEFORE SIGNING THIS ACKNOWLEDGMENT OF RISK, WAIVER AND RELEASE OF CLAIMS (THIS "AGREEMENT"), YOU MUST READ THIS AGREEMENT VERY CAREFULLY. IF AN ACCIDENT WERE TO OCCUR INVOLVING YOU AND/OR YOUR MINOR/WARD, YOU AND/OR YOUR MINOR/WARD (BY SIGNING THIS AGREEMENT) WOULD BE GIVING UP LEGAL RIGHTS THAT YOU AND/OR YOUR MINOR/WARD MIGHT OTHERWISE HAVE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS AGREEMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS AGREEMENT, YOU SHOULD NOT SIGN IT AND SHOULD SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS TO THIS AGREEMENT MAY BE DIRECTED TO DUSTIN M. MAHER OF DUSTIN MAHER FITNESS, LLC. (THE "COMPANY") AT THE FOLLOWING NUMBER: (608) 772-6651

I recognize and acknowledge that as a recipient of the personal training services provided by the Company I or my minor/ward will periodically engage in strenuous physical activities involving the use of weight training and other exercise equipment such as treadmills, free weights, elliptical machines, exercise bikes, chest presses and squat racks among other equipment, which activities entail the risk of serious physical and other injuries, including, but not limited to, broken bones, strains, sprains, bruises, concussions, heart attack, viral or other pathogen infection and, in some cases, permanent disability and even death. I also understand that severe social and economic loss might result not only from my own actions but also from the actions, inactions or negligence of others, or the condition of the premises or equipment used in connection with such activities. Nevertheless, I agree to assume the risk of any injury, damage, or loss regardless of severity that I, my minor child/ward, or other family member or kin may sustain as a result of the activities I engage in as a the personal training services provided by the Company.

Accordingly, ***I agree to waive relinquish, discharge, release, and covenant not to sue Dustin Maher Fitness, LLC or its parent, sister, affiliated and/or subsidiary corporations and related entities, their members, owners, officers, directors, partners, employees, consultants, contractors, advisors, agents, insurers, attorneys and volunteers, from any and all rights, claims of injury, demands, causes of action, damages, liabilities or loss that I, my minor child/ward, or other family member may have or that may accrue to me, my minor child/ward, or other family members arising out of, connected with, or in any way associated with the personal training services provided by the Company.*** Notwithstanding the foregoing and any other provision of this Agreement, I do not waive any rights that I may have to seek redress due to the reckless or intentional conduct of any individual or entity.

I have considered that if this Agreement were not as broad as it is, the cost of the personal training services provided to me and/or my minor/ward by the Company would be considerably higher and I do not wish to pay a considerably higher cost. By signing this Agreement, I waive the right to bargain for different terms in this Agreement. I also understand that if I later learn that any fact that I believed to be true at the time I signed this Agreement is later found to be incorrect, I nevertheless am bound by this Agreement.

I have read this Agreement thoroughly and fully understand it. I enter into it voluntarily on behalf of myself, my spouse, my heirs, next of kin, assigns, personal representatives, related individuals and related entities. No one has made to me any representations, statements, or inducements that change or modify anything written in this Agreement.

PRINT NAME(s) OF PARTICIPANT(s)

Signature of participant (or parent/guardian if participant is under 18)

PRINT NAME of person signing if not participant

DATE: _____