

Waiver and Release of Liability

The participant (herein referred to as the **“Participant”**) of Sara Sutherland Fitness, LLC personal training program, nutrition or dietary advice program or other fitness program (collectively referred to herein as the **“Program”**) is aware that participation in any sport or physical exercise program and use of any equipment, gym or fitness facility may result in accident or injury and that any change in diet or nutrition may result in positive or adverse changes to your body and overall health or medical condition. Accordingly, Participant acknowledges that all Programs are provided on an “as is” basis and agrees to assume the full risk of participation in any Program provided or recommended by Sara Sutherland Fitness, LLC, any other trainer working for or on behalf of Sara Sutherland Fitness, LLC or any affiliate thereof (each of such persons and entities and their respective owners, members, officers, employees, independent contractors, affiliates, successors and assigns are referred to herein individually and collectively as **“Sara Sutherland Fitness LLC”**).

In consideration of my participation in or use of the Program and use of Sara Sutherland Fitness’ facilities and equipment, as applicable, Participant hereby irrevocably releases Sara Sutherland Fitness and waives and covenants not to sue or seek reimbursement from Sara Sutherland Fitness for any and all present or future claims, demands, damages, losses, adverse consequences, liabilities and causes of action arising from: (1) my presence at Sara Sutherland Fitness’s facilities or participation in or use of any of Sara Sutherland Fitness’s Programs, including exercise activities and nutrition recommendations (including, without limitation, any personal injury, death, allergic food reactions, property damage or other losses); (2) Participant’s use of any of Sara Sutherland Fitness or another party’s exercise equipment, facilities or other property; (3) any damage to, theft or loss of Participant’s property; (4) any actions or inactions (including, without limitation, any negligent actions or inactions) of Sara Sutherland Fitness or any other participants. Further, Participant agrees to indemnify, defend and hold harmless Sara Sutherland Fitness from any and all claims, demands, causes of action, costs and fees (including attorneys’ fees) damages, losses and liabilities arising from (1) through (4) above.

Participant is entering into a personal training, nutrition and/or motivation training Program with the understanding that Participant has full responsibility for his/her health, physical, mental, emotional, and spiritual wellbeing. Participant acknowledges that Sara Sutherland Fitness has not and will not render any medical services or provide any medical diagnosis or advice regarding his/her physical or medical condition. Participant represents and warrants to Sara Sutherland Fitness that he/she is in good health, has all necessary medical approval to participate in or use the Program and is otherwise competent and qualified to participate in or use the Program. Participant agrees that if at any time he/she believes it is unsafe for him/her to participate in any component of the Program or its activities or to follow its recommendations or advice, Participant will immediately discontinue his or her participation or use of the Program.

Exercises will require physical effort. Lifting weights, body weight, moving through different body positions etc. Sara Sutherland Fitness LLC will make every effort to ensure you are safe throughout your program, there are risks involved e.g. muscle, ligament, bony injuries, in rare cases heart attach, stroke or death. By signing up for this program, you express your understanding of these risks and assume all risk. The company accepts no liability for injury, etc. You assume all risks and waive your right to seek legal damages including compensation etc. in the event of an untoward incident involving participant and Sara Sutherland Fitness LLC.

Participant acknowledges and agrees that this Agreement is binding on Participant as well as his/her child/ward, heirs, executors, administrators, and assigns, and anyone else who may assert a claim on Participant’s behalf. This Waiver and Release shall be deemed to be severable and, if any provision hereof shall be finally determined to be void, illegal or unenforceable, then it is the parties’ desire and intention that such provision be deemed automatically adjusted to the minimum extent necessary to conform to applicable requirements of validity, legality and enforceability and, as so adjusted, be deemed a provision of this Waiver and Release as if it were originally included herein. Participant represents and warrants that he/she is 18 years of age or older. Participant has carefully read and understands the contents of this binding WAIVER AND RELEASE and executes it voluntarily with full knowledge of its LEGAL significance.