

**BODY PHYSICS PERSONAL FITNESS
TRAINING PROGRAM AGREEMENT**

WHEREAS, the undersigned ("Participant") desires to engage in, and Body Physics has agreed to provide to the Participant, a personal fitness training program (the "Program") with Body Physics:

WHEREAS, there are certain risks and conditions associated with the Program:

WHEREAS, Body Physics maintains certain policies as an integral part of and as a condition to participation in the Program:

WHEREAS, the Participant has been informed of the risks, conditions, and policies relating to or associated with the Program: and

WHEREAS, with full understanding of the risks and conditions associated with the Program, the Participant desires to assume those risks and conditions and, with limited exceptions, to discharge and release Body Physics, its employees, agents, administrators or assigns from any damages, claims, suits, causes of action, and any other liability arising out of the injury or death of the Participant attributable to or in connection with the Participant's participation in the Program: and

WHEREAS, the Participant is willing to abide by all policies of Body Physics with respect to the Program:

NOW THEREFORE, in consideration of the provision of the Program by Body Physics, the Participant agrees to participate in the Program as follows:

1. **Billing:** The Participant understands that payment may be made for participation in the Program to Body Physics by payment per Program session or by prepayment for Program sessions, as may be selected in the sole discretion of Body Physics. The Participant agrees to make payment upon receipt of an invoice issued directly to the Participant by a Body Physics trainer. The rates to be charged for participation in the Program are as set forth on the attached Schedule of Fees.
2. **Scheduling:** The Participant agrees to provide to Body Physics, or to the trainer who is scheduled to provide training, notice of cancellation of a scheduled Program session at least twenty-four (24) hours in advance. If such notice is not given, the Participant will be billed at the regular single session rate which would apply if the Program session had been completed. Notwithstanding anything in this paragraph to the contrary, the Participant is entitled to one cancellation per month without any charge and without

providing twenty-four (24) hour notice, provided, however, that notice of such cancellation must be given before the trainer's being en route to or arriving at the residence of the Participant, or such other place where training was scheduled to take place.

3. **Purpose and Conditions of the Program:** The Participant understands that the Program may include physical, stress management, and health and fitness education activities. The Participant understands that the Program activities prescribed will be based upon the cardiorespiratory and muscular fitness of the Participant. The Participant understands that a Body Physics trainer will provide instructions regarding the amount and type of exercises which should be performed and will direct the activities, monitor the performance, and otherwise evaluate the participation" of the Participant in the Program The Participant agrees to follow the instructions given by the trainer with regard to the Program The Participant understands that Body Physics will provide the opportunity for periodic assessment and evaluation at regular intervals after the start of the Program The Participant understands that the trainer will periodically monitor performance which may include the following: pulse measurement, blood pressure measurement, and assessment of feelings of exertion" The Participant understands that the trainer may reduce or stop participation in the Program when the trainer finds, in the trainer's sole discretion that the Program should be stopped for the safety and good health of the Participant, until such time as the trainer determines that the Program may be resumed
4. **Physical Condition and Medication Information:** The Participant agrees to complete prescribed physical activities unless symptoms develop such as fatigue, shortness of breath, chest discomfort, or other similar conditions. The Participant agrees to inform the trainer of any such symptoms or other injuries which develop as a result of participation in the Program or otherwise. The Participant agrees to inform Body Physics of any medications previously or currently being taken and also agrees to inform Body Physics of any change in medications being taken and of any changes in the Participant's medical condition.
5. **Physical Examination:** The Participant acknowledges that, as a precondition to the effectiveness of this Agreement, within thirty (30) days from the date hereof. the Participant must be examined by the Participant's own physician and provide to Body Physics such physician's approval or release for participation in the Program, except that such requirement shall be considered to be met if the Participant signs a waiver in the form attached hereto as Exhibit A. The Participant represents that, within the twelve (12) month period prior to the date hereof. The Participant has not been advised by any

physician or other health care professional of any medical condition which would prevent safe participation in a physical fitness or conditioning program.

6. **Consent to Physical Touching:** The Participant understands that, during participation in the Program, physical touching and positioning of the body by the trainer may be necessary in order to assess muscular and bodily reactions to specific exercises, and to assure proper technique and body alignment, The Participant expressly consents to physical contact by the Body Physics trainer for the aforementioned reasons.
7. **Risks:** The Participant understands that the following risks and conditions exist or may occur as a result of participation in the Program: i) adverse changes or conditions including, but not limited to, abnormal blood pressure, fainting, dizziness, abnormal heart rhythm, heart attack, stroke, or death; and bodily injury including, but not limited to, injuries to muscles, ligaments, tendons, joints, bones, and soft tissue.
8. **Inquiries:** The Participant acknowledges that Body Physics has provided the opportunity to ask questions regarding the procedures, policies, risks and conditions of or related to participation in the Program and that the Participant has received satisfactory responses to those questions. The questions and their responses, if any, are noted on the attached Schedule of Notes.
9. **Release and Discharge:** With full understanding of the foregoing risks and conditions associated with the Program, the Participant agrees to assume those risks and conditions and agrees to discharge and release Body Physics, its employees, agents, administrators or assigns from any damages, claims, suits, causes of action. And any other liability arising out of the injury or death of the Participant attributable to or in connection with the Participant's participation in the Program (including participation at places other than the Participant's place of residence), except insofar as such injury or death results from the " gross negligence or intentional misconduct of Body Physics, its employees, agents, administrators. or assigns. The foregoing release and discharge shall be binding upon the Participant and upon the Participant's heirs, executors, administrators, and assigns.

EXHIBIT A

**WAIVER OF REQUIREMENT OF PHYSICAL
EXAMINATION AND PHYSICIAN'S RELEASE**

The undersigned ("Participant") understands that as a precondition to the effectiveness of the attached Body Physics Personal Fitness Training Program Agreement, the Participant must be examined by the Participant's own physician and provide to Body Physics such physician's approval or release for participation in the Body Physics Personal Fitness Training Program (the "Program"), except that such requirement shall be considered to be met if the Participant signs this waiver. Participant acknowledges that the risk of injury or death may be increased by participation in the Program without first obtaining a physical examination and a physician's release for participation in the Program, Participant desires to assume such risk and participate in the Program without first: obtaining a physical examination or a physician's release, Participant, hereby waives the condition of a physical examination and of a physician's release prior to participation in the Program, Participant further agrees to discharge and release Body Physics, its employees, agents, administrators or assigns from any damages, claims, suits, causes of action and any other liability arising out of the injury or death of the Participant attributable to or in connection with the participant's participation in the Program (including participation at places other than the Participant's place of residence). or arising out of injury or death attributable to or in connection with the failure by Participant to obtain a physical examination and a physician's release for participation in the Program, except insofar as such injury or death results from the gross negligence or intentional misconduct of Body Physics, its employees, agents, administrators, or assigns. The foregoing release and discharge shall be binding upon the Participant and upon the Participant's heirs, executors, administrators, and assigns.

WHEREFORE, the undersigned Participant waives the requirement of a physical examination and of a physician's release prior to participation in the Program and releases and discharges Body Physics, its employees, administrators, and assigns to extent set forth herein .

Signature

Print Name

Date
