

Refresh Fitness LLC, ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT *

- I acknowledge that I have read this agreement of liability form. I fully understand its terms and conditions, and understand that I am giving up my right to sue Refresh Fitness LLC, its instructors and employees. I acknowledge that I am signing this agreement voluntarily, and intend by my signature to be a complete and unconditional release of liability to the greatest extent allowable by law.

1. I understand there is an inherent risk associated with any exercise program including my voluntary participation in exercise class, provided by Refresh Fitness LLC, on Zoom that may result in injury. The exercises related to indoor rowing and other class formats provided by Refresh Fitness LLC will challenge my cardio-respiratory and musculoskeletal systems associated with; the aerobic, anaerobic, strength, power, agility, flexibility and breathing components of the program. I understand and am aware that the components of exercise are potentially hazardous activities and may cause injury.

2. I understand that I may receive group postural alignment advice during class. I will take responsibility for knowing my own limitations and decide if these directions are good for me, individually. I also understand that on Zoom the instructor cannot watch me individually the same way an instructor can in a facility class and I take responsibility for my movement choices.

3. I acknowledge that I have either had a physical examination and/or have been given permission from my physician to participate in an exercise program or that I have decided to participate in an exercise program voluntarily and without the approval of my physician and do hereby assume all responsibility for my participation in any exercise or activity associated with Refresh Fitness LLC.

4. I agree to observe and obey all posted rules and warnings, and further agree to follow any written or oral instructions or directions given by Refresh Fitness LLC, its instructors, employees, or agents. I understand that Refresh Fitness LLC reserves the right to ask me to leave and to remove me, without any refund, if I do not follow any instructions or directions given by Refresh Fitness LLC.

5. I certify that I am physically well and suffering from no medical problems, conditions, impairments, diseases, or any other illness that would prevent my participation or increase my risk of injury and/or illness as a result of partaking in any exercise program.

6. I, my heirs, or legal representatives, do hereby waive and release and agree not to sue Refresh Fitness LLC, its instructors, assistants, and employees of any and all liability and responsibility from injury, accident, illness, death, legal and medical fees sustained now or in the future resulting from my participation in any activity or use of equipment.

7. I agree to indemnify and defend Refresh Fitness LLC, its instructors, assistants and employees against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my participation in the activities and use of the property of or presence upon the facilities of Refresh Fitness LLC. I agree to pay for all damages to the property or facilities of Refresh Fitness LLC caused by my negligent, reckless or willful actions.

8. I agree that Refresh Fitness LLC is in no way responsible for the loss or damage of any of my belongings while I attend class.

9. I hereby give my consent to doctor of medicine or dentistry or associated personnel to provide me with emergency medical assistance and/or treatment and agree to be financially responsible for the cost of such assistance and/or treatment.

10. I agree to allow Refresh Fitness LLC to use my name and likeness in a photo or on videotape, if any, for promotional purposes or media releases.

11. Any legal or equitable claim that may arise from participation in the above shall be resolved under the laws of the State of Illinois and I agree that all legal proceedings relating to any dispute or claim arising out of this Agreement or my participation in the above activity shall take place only in Rock Island County, Illinois.

12. Unless otherwise specified, I would like to be added to the Refresh Fitness LLC email list.