

Lion and Lamb Fitness, LLC

Virtual and In-person Fitness Training

Waiver, Release, Assumption of Risk, and Indemnification Agreement

I have volunteered to participate in a fitness and/or exercise program provided to me by Jennifer Burke (“Trainer”) or any other instructor at Lion and Lamb Fitness, LLC which may include, but may not be limited to, resistance training, aerobic and/or cardiovascular exercise (“Exercise Program”). In consideration of Trainer’s agreement to instruct and train me, I state herein that I have read this Waiver, Release, Assumption of Risk, and Indemnification Agreement (“Agreement”), understand it and agree, to the fullest extent permitted by law, to the terms and conditions set out below:

1. I have been informed of, understand and am aware that any exercise program, whether or not requiring the use of exercise equipment, is a potentially hazardous activity. I also have been informed of, understand and am aware that any exercise and/or fitness activities involve a risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability, paralysis and/or death.
2. This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of: (1) use of all amenities and equipment in the facility and participation in the Exercise Program; (2) equipment belonging to Trainer or to myself that may malfunction or break; (3) any slip, fall, dropping of equipment; and/or (4) negligent instruction, training, or supervision.
3. I acknowledge that I am freely and voluntarily participating in these activities, at my own risk, and using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved.
4. I have been advised that an examination by a physician should be obtained by anyone prior to commencing a fitness and/or exercise program, or initiating a substantial change in the amount of regular physical activity performed. I understand and hereby affirm relative to my participation in the Exercise Program that I am to follow the advice of my personal physician, including any restrictions, recommendations or instructions which my personal physician has provided. If I have chosen not to obtain a physician’s consent prior to beginning this Exercise Program with Trainer, I hereby agree that I am doing so solely at my own risk. In any event, I acknowledge and agree that I assume the risks associated with any and all fitness related activities and/or exercises in which I participate, including this Exercise Program. I certify that I have no physical or mental condition that precludes me from participating in the Exercise Program and that I am not participating in the Exercise Program against medical advice.

5. I hereby agree to expressly assume and accept any and all risks of injury, regardless of severity, disability, paralysis and/or death and do hereby surrender and waive any and all rights to sue or exercise any legal right to seek damages against Trainer, and other persons or entities acting on Trainer's behalf, caused by or contributed to by the acts or negligence of Trainer.

6. I, on behalf of myself, my agents, servants, beneficiaries, heirs, assigns, administrators, personal representatives, and next of kin, hereby release and forever discharge and hereby hold harmless Trainer, and her respective agents, servants, beneficiaries, heirs, assigns, members, officers, directors, contractors, representatives, and employees (former, current, or future), and any and all other persons and entities acting on Trainer's behalf, from any and all claims, demands, damages, losses, charges, injuries, liabilities, obligations, penalties, rights of action or causes of action (known or unknown, present or future), litigation, defenses, judgments, suits, proceedings, costs, disbursements and/or expenses including but not limited to attorney's fees and court costs, which are related to, connected with or arise out of my participation in the Exercise Program; and that I now and forevermore relinquish and waive any and all rights that I or they may have to sue or exercise any legal action or claim against Trainer.

7. I agree to indemnify and hold harmless Trainer, her respective agents, servants, beneficiaries, heirs, assigns, members, officers, directors, contractors, representatives, and employees (former, current, or future), and any and all other persons and entities acting on Trainer's behalf, for all liability arising out of any loss, damage, injury, death, or expense that I may suffer, related to, connected with or arising out of participation in the Exercise Program, including but not limited to attorney's fees and court costs incurred in defense of such an action.

8. Photographs and/or video are occasionally taken of the Exercise Program and its participants. These photographs and/or video may be used to promote future programs and events.

9. If any provision in this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
10. Should it be necessary, in the opinion of Trainer and any and all other persons and entities acting on Trainer's behalf, to render first aid or other medical assistance to me, I hereby grant permission for such aid or assistance to be rendered. This is not a representation that Trainer or any and all other persons and entities acting on Trainer's behalf has specialized medical training.
11. By signing this Agreement, I expressly consent and agree (a) to the jurisdiction of New York State Courts, and the laws of New York State, with respect to any claim or action arising out of this Waiver or other matters related to participation in the Exercise Program, and (b) that any such claim or action shall be brought exclusively in the Supreme Court of New York State, Monroe County.
12. By signing this Agreement, I expressly consent and agree that the period within which to make any claim or to commence any action arising out of this Waiver or other matters related to participation in the Exercise Program shall be six (6) months.
13. This Agreement will remain in full force and effect for each and every Exercise Program presented by Trainer in which I participate. Trainer reserves the right to require the undersigned to sign an amended agreement at any time.
14. I hereby certify that I am over eighteen (18) years of age.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS FORM IN ITS ENTIRETY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST TRAINER FOR HER NEGLIGENCE OR THAT OF HER EMPLOYEES, AGENTS, OR CONTRACTORS.

This form is an important legal document that explains the risks you are assuming by beginning the Exercise Program. It is critical that you have read and understand this document completely. If you do not understand any part of this document, it is your ultimate responsibility to ask for clarification prior to signing it.

Signature:

Electronically submitted