

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I, _____ the undersigned Participant, (me) agrees to the following:

In exchange for cycling, conditioning, strength and fitness exercise, coaching and nutritional training herein known as the Activities; provided by or on behalf of Fit by Jenny, LLC, it's representatives, principles, employees, volunteers, assignees and/or associates herein known as the Facilitator; at any physical location(s) whether owned or leased by the Facilitator or others, public or private locations utilized by the Facilitator including public or private gyms, roadways, pathways or highways and/or use of properties or properties of others, equipment including equipment of others, services of any kind, whether or not owed or provided by the Facilitator, herein known as the Facilities; that:

1. I recognize and expressly acknowledge there are certain inherent risks associated with the Activities, and I assume full responsibility for the Activities provided by or through the Facilitator at its Facilities, present certain inherent risks that may vary based on the specific activity including, without limitation, risk of minor, major and catastrophic injury or mental injury including risk of death, and economic loss to me, my spouse, guests, unborn child, or relatives resulting from the actions or inactions, including negligence, of the Facilitator. Accordingly, I assume full responsibility for personal injury to myself and that which I may cause to others including the Facilitator, and loss or damage to my property and the property of others, including that of the Facilitator; **(Initials)** _____
2. I release and discharge the Facilitator from any and all liability whether caused by my fault or the fault of other third parties attributed to me arising out of the above Activities; **(Initials)** _____
3. This Release of Liability includes, without limitation, claims against the Facilitator for actual, claimed or alleged negligence, premises liability, and products liability; **(Initials)** _____.
4. I understand and acknowledge that the Facilitator does not manufacture fitness or other equipment or nutritional aids but purchases and/or leases said equipment or aids; **(Initials)** _____.
5. I understand and acknowledge that the Facilitator is providing recreational services and may not be held liable for defective products; **(Initials)** _____.
6. I further agree to hold the Facilitator harmless from any and all liability for personal or mental injury, loss or damage, economic loss, or death arising out of the above Activities; **(Initials)** _____

Participant: Name (print) _____

Signature _____ **Address** _____

(Initials) _____ **Date** _____ **D.O.B** _____

If the Participant is a minor: Name of parent or legal guardian(print) _____

Signature of Parent or legal guardian: _____ **Date:** _____

