



## AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

### ANGELELLI FITNESS, LLC

Thank you for the opportunity to help you achieve your fitness goals. Regarding your association with **Mark Angelelli (the "Trainer")**, **Angelelli Fitness, LLC (the "Company")**, and the **facility/location (the "Location")** of your exercise session(s), by signing below, you hereby represent, warrant, and agree that:

You are at least 18 years old and currently in good health and have notified the Trainer and the Company of any past or pre-existing medical conditions that you have. You are strongly advised to consult with your physician prior to beginning or modifying any exercise program, especially if you have any past or pre-existing medical conditions.

You have consulted with your physician prior to participating in exercise activities with the Company and whether you have or have not consulted your physician, you accept and assume all risks of personal injury (including but not limited to permanent disability and death) related to participating in exercise activities with or without consulting your physician, regardless of whether such injuries result in whole or in part from the negligence of the Trainer, the Company, or the Location. You understand and acknowledge that participating in exercise and the use of exercise equipment involves the risk of serious injury and you voluntarily assume such risk.

In consideration of the fitness training benefits you receive from the Trainer, the Company and the Location, you, your heirs, executors, administrators, successors, and assigns hereby fully and forever release and discharge the Trainer, the Company, and the Location, their insurers, employees, officers, directors, managers, members, owners, associates, successors, agents and assigns from any and all claims, demands, damages, actions, causes of action, and all other liability or expenses whatsoever, present or future, whether the same be known or unknown, anticipated, or unanticipated, in any way arising from or relating to your exercise session(s) with the Trainer and the Company, including but not limited to your use of the Company's or any other's exercise equipment or Location. **This is a knowing release of potential legal rights and future claims.**

You agree to be solely responsible for the safety and well-being of yourself, any of your guests, and the physical condition of the Location during your exercise session(s) and agree to reimburse, indemnify, defend and hold harmless the Trainer, the Company, and the Location against any and all claims, demands, damages, actions, or causes of action, of any person or entity that may arise from injuries or damages sustained by yourself, any of your guests, or any property damage caused by you or your guests to the Location, in any way arising from or relating to your exercise session(s) with the Trainer at the Location. The owner of the Location is an intended third party beneficiary of this Agreement and is entitled to rely upon and enforce its terms.

In case of medical emergency in which you are unable to communicate, you hereby give your permission to the medical provider selected by the Trainer to secure proper treatment, including hospitalization, anesthesia, surgery, or injections of medication for yourself. Medical providers are authorized to disclose to the Trainer examination findings, test results, and treatment provided for purposes of medical evaluation, follow-up and communication with your family members and/or determination of your ability to continue in fitness training activities.

You understand and agree that the Trainer, the Company and the Location are not responsible for any of your personal property that is lost, stolen, or damaged during your exercise session(s) or while in, on, or about the Location. You agree to reimburse any indemnified party for any and all fees and costs incurred to enforce the provisions of this Agreement, Release, and Acknowledgement of Risk.

You have read the entirety of this Agreement, Release, and Acknowledgement of Risk and voluntarily execute this document on the date indicated below with full knowledge, understanding, and agreement of its contents.

#### AGREED:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date