

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration for being given the opportunity by Snap Fitness and TOP LIVIN. (collectively, "Company") to participate in the 'Walk It Out' Community event (the "Activity"), the undersigned does hereby agree as follows:

Acknowledgements

1. I am over the age of 18 and have agreed to participate, voluntarily and willingly, in the Activity.
2. I declare myself physically and mentally sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent me from participating in the Activity.
3. I understand it is my responsibility to ensure that I know and use proper form and take precautions, including stretching and rest, to prevent injury AND illness to my body or damage to personal property when participating in the Activity.
4. If I am responsible for a minor who is participating in the event, I am confirming items 2 and 3 above and acknowledging the below Assumption of Risk and Waiver and Release of Liability for my child's participation.

Assumption of Risk

I acknowledge that the Activity may be dangerous and could cause personal injury. I acknowledge the possibility that injuries resulting from engaging in the Activity does exist, and which by its very nature cannot be eliminated regardless of the care taken to avoid injuries. I am voluntarily participating in the Activity with knowledge of the risks involved. I understand and take sole responsibility for any and all injuries or losses that may occur to myself and/or others, whether or not they fall within the scope of reasonably foreseeable injuries related to such Activity. I expressly assume and accept sole responsibility for my safety and for any and all injuries and damages that may occur.

Waiver and Release of Liability

In consideration of participating in the Activity, I hereby agree to hold harmless and indemnify the Company, its directors, shareholders, employees, agents, contractors, volunteers, representatives and assigns (collectively, "Company") from any and all costs, losses, claims, demands, damages, injury, death, rights of action or causes of action, present or future, arising out of or connected to my participation in the Activity, negligence, breach of contract or breach of statutory duty. The waiver and release of liability includes, but is not limited to injuries to myself and/or others and to personal property that may occur as a result of my participation in the Activity.

Conclusion

I acknowledge I have thoroughly read this waiver and release and fully understand it is a waiver and release of liability. By signing this document, I am waiving any right I, or my heirs and/or assigns, may have to bring any and all legal actions or assert any and all claims against Company with respect to the Activity. I agree this waiver and release shall be construed in accordance with the laws that are in place in California and further that any proceedings regarding this waiver and release shall be brought solely within the jurisdiction of California.

I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress. I understand that by signing this form I am waiving valuable legal rights.

By ticking the 'I agree' box you accept this waiver and release of liability and assumption of risk.