ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

DECLARATIONS:

This Agreement is entered into between Brianna Combs ("Coach") and the undersigned ("Client"). The provision of coaching services by Coach to Client, and Client's use of any premises, facilities or equipment are contingent upon this Agreement.

ASSUMPTION OF RISK:

You agree that if you engage in any physical exercise or activity, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by Coach or otherwise, including injuries or damages arising out of the negligence of Coach, whether active or passive, or any of Coach's affiliates, employees, agents, representatives, successors, and assigns.

Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), sports fields, roads/trails (public or private), courts, or other areas, locker rooms, sidewalks, open bodies of water, swimming pools, swim flumes, parking lots, stairs, whirlpools, saunas, steam rooms, or other general areas of any facilities, or any equipment. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, running (indoor or outdoor), cycling (indoor or outdoor), swimming (indoor or outdoor) or cross training activities. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Coach or otherwise.

RELEASE:

You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Coach (and Coach's affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Coach, whether active or passive, or any of Coach's affiliates, employees, agents, representatives, successors, and assigns.

This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including coaching, (d) traveling to or from coaching session(s).

INDEMNIFICATION:

By execution of this agreement, you hereby agree to indemnify and hold harmless Coach from any loss, liability, damage, or cost Coach may incur due to the provision of coaching by Coach to you.

ACKNOWLEDGMENTS:

You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the United States and that if any portion thereof is held invalid, it is agreed that the balance of the waiver will continue in full legal force and effect. You acknowledge that Coach offers a service to his/her clients encompassing the entire recreational, sporting and/or fitness spectrum. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against coach for coach's negligence, or for any defective product used while receiving coaching services from coach. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Date:_____ Print Name: _____ Sign Name: _____