

TK TRAINING, LLC

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT (the "Agreement") is entered into this ____ day of _____, 20____ by and between the undersigned ("Releasor" or "I"), and **TK Training, LLC**, a North Carolina limited liability company ("Releasee"). Either the Releasor or Releasee may be referred to herein individually as a "Party" or collectively as the "Parties". This Agreement is made pursuant to the General Contract for Services (the "Contract") signed by Releasor. The goods, services, personal training, massage therapy, Thai and stretch therapy, physical training, nutritional advice, coaching, supplements, nutrients and/or use of any facilities, exercising machines, exercising equipment, body scans, saunas, thermal baths, or any general goods or services offered by Releasee may be referred to as "Activities." In consideration of engaging in the Activities provided by Releasee and in recognition of the Releasees reliance hereon, I agree to all the terms and conditions set forth in the Agreement.

1. ASSUMPTION OF RISK: I hereby acknowledge and agree that I am fully aware of the nature of the Activities in which I will be participating and that the Activities involve risk of physical harm and/or injury (including, but not limited to, bruising, swelling, tenderness, soreness, nausea and/or vomiting, allergic reaction, abrasions, lacerations, contusions, cuts, scrapes, fractures, breaks, and/or property damage/loss). I accept and assume all responsibilities and risks of physical harm and/or injury (including death) that may result from my participation in the Activities. I understand that my participation in the Activities is at my own risk at all times. I represent and agree that I am in proper mental and physical condition to engage in the Activities, and that I am solely responsible, now and at all times, to make such determination of my mental and physical condition. I understand that it is, and will be at all times, my sole responsibility to cease my engagement in any activities if I have sustained any harm and/or injury or if I am not in the proper mental or physical condition to continue my participation. I acknowledge and agree that the Releasee has no responsibility whatsoever for any harm and/or injury (including death) which I may sustain while participating in the Activities, and that the Releasee has no responsibility whatsoever for any damage or loss to my personal property while participating in the Activities.

2. WAIVER OF LIABILITY: To the fullest extent allowed by law, I agree and covenant not to sue, pursue any action, or seek any remedy against Releasee, its employees, owners, officers, directors, members, managers, independent contractors, agents, and/or representatives now and in the future, and I do now and will in the future release and shall indemnify, hold harmless, and defend the Releasee, its employees, owners, officers, directors, members, managers, independent contractors, agents, and/or representatives against any and all claims, causes of action (including, among all other, those based on an allegation of negligence, etc.), liabilities, damages, attorney's fees, costs, and/or expenses of every nature and type arising out of or related to my participation in the Activities, and harm and/or injury, whether I am in the proper mental and physical condition to engage in the Activities, and/or any and all of my personal property.

3. WARRANT OF GOOD PHYSICAL HEALTH: I represent and warrant that I am in good physical health and condition and able to safely participate in the Activities offered by Releasee. I certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in the Activities, or else I am willing to assume and bear the costs of all risk that may be created, directly or indirectly, by any such condition.

3.1 CONSENT OF MEDICAL TREATMENT: I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation and any subsequent medical care required as a result of participation in the Activity. I hereby release, forever discharge, and hold harmless Releasee from any claim based on such treatment or other medical services. In the event of an injury to Releasor, Releasee has no obligation to render reasonable first aid and assistance to the Releasor. I hereby consent to the administration of emergency first aid and other medical treatment in the event of an injury or illness arising during participation in the Activities and hereby release and hold harmless the Releasee in connection with such emergency first aid or other medical treatment.

3.2. MEDICAL ACKNOWLEDGEMENT OF RELEASEE: I acknowledge and understand that the role of Releasee, its employees, agents, owners, officers, directors, members, managers, independent contractors, and/or representatives now and in the future is not to prescribe medication, provide licensed health care, medical services, or to diagnose, treat or cure any medical disease, condition, or other physical or mental diagnosed ailment of the human body. I acknowledge and understand that any information, nutritional reading material or products, or advice received in connection with any Activities, goods, or services relating to Releasee is not medical or nursing advice and is not meant to take the place of any opinion, diagnosis, or statement, of any licensed health professional.

3.3. USE OF PRESCRIPTION MEDICATION: If I am under the care of a healthcare professional or currently use prescription medications, I will discuss any dietary changes or potential dietary supplements use with my doctor before engaging in any Activities. and will not discontinue any prescription medications without first consulting my doctor.

3.4. MEDICAL DISCLOSURE: I hereby agree to disclosure any known medical conditions, limitations, or impairments that may affect their ability to participate in any Activities that is permitted by law. I agree to inform the Releasee immediately if I experience any mental or physical discomfort related to Activities.

4. CONSENT OF PHYSICAL CONTACT: I acknowledge that certain physical contact by Releasee, or any of its employees, agents, owners, officers, directors, members, managers, independent contractors, trainers, and/or representatives now and in the future may be necessary during personal training sessions to demonstrate exercise techniques, ensure proper form, prevent injury, and provide hands-on assistance. I hereby consent to appropriate and professional physical contact by the Releasee or any representatives mentioned above during the course of any Activities for instructional and safety purposes. Consent to physical contact is limited to contact necessary for instruction, safety, and effective training during Activities. Any physical contact outside the scope of instruction or done in an inappropriate manner is strictly prohibited.

5. THIRD PARTY WAIVER AND RELEASE: I acknowledge that there may be Personal Trainers other than the Releasee and its employees using the studio space. I understand and acknowledge that said Personal Trainers are independent contractors and not associated or affiliated with the Releasee. I hereby release, forever discharge, and hold harmless Releasee or any of its employees from any claim that may arise from the actions, negligence, and conduct of said third parties.

6. PHOTO/IMAGE RELEASE: I authorize and agree that Releasee may take and use photographs, videos, or likenesses of me, or that include me, as needed for its record keeping, advertising, or public relations projects, and that I have no rights to the same and will not be compensated for the same.

7. CANINE WAIVER AND RELEASE: I hereby acknowledge that Releasee will occasionally bring a canine into the premise where Activities are located. I consent to being in the presence of the canine whenever inside or around Releasees premises. I understand that there are risks associated with being around canines, including but not limited to bites, scratches, falls, exposure to disease, and property damage. I agree to assume these risks and waive any right to claims against Releasee arising from the presence of a canine. I release Releasee from any liability for injuries or damages caused by a canine and agree not to sue Releasee for any reason related to the canine.

8. CONFIDENTIALITY: Releasee will maintain in confidence any information relating to future plans, health information, financial information, job information, goals, personal information, and other proprietary information. Releasee will not at any time, either directly or indirectly, use any information for Releasee's benefit, disclose, or communicate in any manner any information to any third party. Disclosure of confidential information may only be permissible when there is clear and unequivocal consent or there is a present danger to oneself or others.

9. MISCELLANEOUS PROVISIONS: I agree that: (a) this Agreement will be governed by applicable North Carolina laws, without applying conflict of laws principles; (b) this Agreement will supersede and replace any prior agreements covering the same subject matter; (c) this Agreement shall remain in full force and effect in the future unless and/or until specifically replaced by another written agreement approved by Company and signed by Participant/Parent; (d) no amendment or waiver of this Agreement shall be effective unless and/or until it is in writing specifying such amendment or waiver and is approved and signed by Company and by Participant/Parent; and (e) should any terms/provisions of these Agreements be declared invalid, I agree that the remaining terms/provisions of these Agreements shall remain valid and operative.

I HAVE FULLY AND CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY AND IRREVOCABLY AGREE TO ENTER INTO AND BE BOUND BY THIS AGREEMENT ON BEHALF OF MYSELF AND (IF PARTICIPANT IS A MINOR) MY CHILD.

Signature of Participant or Parent/Legal Guardian
(Parent/Legal Guardian must sign if Participant is
under age 18)

Print Participant's Name and Parent/Legal
Guardian's Name (if applicable)

Date Signed
