

**PERSONAL TRAINING
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

1. In consideration for Personal Training, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Ruth A. Lukowski, or her company Figure for Exercise, LLC (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any risks and or of loss, property damage, or personal injury, pregnancy, complications to pregnancy, developing fetus, complication in delivery, including death, that I may sustain, or to any property that I own, while participating in fitness training activity, including but not limited to stretching, holding poses, lifting, exerting, twisting, running, using provided equipment, or while in or in anticipation of personal training session, or while on the premises of _____ . This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence of RELEASEES to the fullest extent allowed by law (but not for gross negligence or willful or wanton conduct) and includes liability arising out of tort, contract, strict liability, or otherwise.
2. I am fully aware of the risks and hazards connected with fitness training activity, which include the risk of injury and even death, and I hereby elect to voluntarily participate, knowing that the activity may be hazardous to me and my property. I understand that Ruth A. Lukowski or her company Figure for Exercise, LLC does not require me to participate in this activity or sponsor the activity but is permitting this activity to occur on the premises. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, pregnancy, complications to pregnancy, developing fetus, complication in delivery, including death, that I may sustain, or any loss or damage to property that I own, as a result of being engaged in such activity. It is impossible to know and list every risk associated with exercise, but the risks I may encounter include, but are not limited to: slipping, falling, or tripping; improper or malfunctioning equipment, and physical contact with Releasee other participants who may participate with me.
3. I agree to abide by the "Responsibilities of Trainee" ("Responsibilities") and acknowledge that I am subject to Ruth A. Lukowski's Code of Conduct while participating in the exercise session, either on or off-site and that Ruth A. Lukowski and her company Figure for Exercise, LLC reserve the right to modify the exercise at any time. I agree that I am also responsible for the activities of any guests that I invite to train, who have not contracted with Releasee individually, and that Ruth A. Lukowski may impose sanctions on the session for the conduct of my guests, to the extent that their conduct disrupts the session and or Code of Conduct or the "Responsibilities."
4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees, that they may incur due to my participation or the participation of one of my guests in the training. This includes loss, liability, damage or costs that occur to me, to other participants. This agreement to indemnify includes loss, liability, damage or costs, including courts costs and attorneys' fees, caused in whole or in part by the negligence of RELEASEES, to the fullest extent allowed by law (but not for gross negligence or willful or wanton conduct of RELEASEES).
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Oregon and that any mediation, suit, or other proceeding regarding the training activity must be filed or entered into only in Oregon and the federal or state courts of Oregon. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

I have signed this Waiver and Agreement on this _____ day of _____, 2015.

Print name (Participant)

Signature