



## RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the "Release") sets forth certain terms with respect to Participant's participation in a structured physical exercise program offered by FitWit, LLC. and/or The FitWit Foundation (the "Exercise Program") and is executed in favor of FitWit, LLC., The FitWit Foundation, their directors, officers, employees, trainers and agents (collectively, "FitWit"). Participant desires to participate in the Exercise Program and engage in the activities related to being a Participant. Participant understands that the activities may include vigorous physical activity. Participant's signature or that of Participant's parent or guardian below (if Participant is a minor) indicates Participant's acknowledgement and agreement, without duress, to the following terms:

**WAIVER AND RELEASE.** Participant does hereby release and forever discharge and hold harmless FitWit and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant's participation in the Exercise Program. Participant understands and acknowledges that this Release discharges FitWit from any liability or claim that the Participant may have against FitWit with respect to any injury, illness, or death that may result from Participant's participation in the Exercise Program, whether caused in whole or in part by Participant's negligence or the negligence of FitWit or its officers, directors, employees, or agents or otherwise. Participant also understands that FitWit does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to health or disability insurance, in the event of injury or illness.

**MEDICAL TREATMENT.** Participant understands that FitWit has no responsibility to detect factors that may increase illness or injury for Participant and that Participant should consult a physician before beginning the Exercise Program. Participant does hereby release and forever discharge FitWit from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Participant's participation in the Exercise Program.

**ASSUMPTION OF THE RISK.** Participant understands that there are certain risks of illness, injury or death that are inherent in any program of physical exercise. Common risks include, but are not limited to, increased pulse and respiration rate, joint stress on weight bearing joints, fatigue, possible blood clotting which may cause fainting, sore and/or pulled muscles, side cramps, charley horse, dehydration, broken bones, and heart failure. Participant further understands that risks can be intensified and become severe in participants with certain high level of risk factors identified as high blood pressure, obesity, diabetes, high fat levels, alcohol use, cigarette use, history of heart disease, and history of joint diseases, especially back and knee disorders.

**INSURANCE.** The Participant understands that FitWit does not carry or maintain health or disability insurance coverage for any Participant. *Each Participant is expected and encouraged to obtain his or her own health insurance coverage.*

**PUBLICITY.** Participant hereby irrevocably grants to FitWit, the right and authority to film, videotape, photograph and/or record, in any manner or medium, the Participant, and to use such film, videotape, photography and/or recordings ("Products") in perpetuity, any number of times, for any purpose and in any manner or medium now or hereafter known in connection with the display, distribution, promotion, marketing or sale of Products by any means and through any channels, including, without limitation, in or on any website, marketing, advertising, promotions and packaging relating to FitWit.

**OTHER.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia. Participant agrees that in the event that any portion of the Release is held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

**IN WITNESS WHEREOF,** Participant has read and voluntarily signed this Release, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

**( ) I am 18 years of age or older**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone #

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

\_\_\_\_\_  
Name of Referring Friend

\_\_\_\_\_  
Email Address