

PARTICIPANT RELEASE AND WAIVER OF LIABILITY

This Participant Release and Waiver of Liability (the "Release") is executed on this _____ day of _____ 20____, by _____ ("Participant") in favor of It's Working Out LLC, an Ohio Limited Liability Corporation, its directors, officers, employees, volunteers, independent contractors, and agents (collectively, "IWOL").

I, the Participant, desire to participate in exercise classes and/or other events offered by IWOL (the "Activities"). I understand that the Activities may include, but are not limited to, lifting weights, stretching, and other physical maneuvers. I further represent and warrant that through this document or otherwise, IWOL has advised me, for my own safety and health, to see a medical doctor prior to engaging in the Activities offered by IWOL. I hereby freely and voluntarily, without duress or coercion, execute this Release. I understand the dangers associated with participation in a program of strenuous physical activity which include but are not limited to death, serious neck or spinal injury, heart attacks, muscle strains, pulls or tears, broken bones, heart prostrations and knee/lower back/foot injuries occurring during or after my participation in the exercise program. I understand that I may be injured as a result of my participation in IWOL Activities and do hereby acknowledge that I am knowingly and expressly assuming all risk of injury, harm, or death associated with IWOL Activities.

In consideration for being allowed to participate in IWOL's Activities, I, for myself and my heirs, executors, administrators, and assigns, do hereby release and forever discharge IWOL its owner(s), member(s), employees, independent contractors, agents and successors and assigns from any and all liability, claims, demands, and cause of action which may arise from my participation in IWOL Activities whether caused by the negligence of IWOL or its officers, directors, employees, or agents or otherwise. I hereby release and forever discharge IWOL from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with IWOL Activities. I do hereby grant and convey unto IWOL all rights, title, and interest in any and all photographic images and video or audio recordings made by IWOL during my activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

I expressly agree that this Release in intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. I agree that the invalidity of any statement or waiver of rights above under local, state, or federal law does not invalidate any other statement or waiver of rights above. I expressly affirm that IWOL has not made any other representation, covenant, or promise, oral or otherwise, that provides rights or commits IWOL in a manner inconsistent with or greater than this Release. I hereby affirm that I have read and fully understand the above and have been consulted to seek the advice of counsel and agree to be legally bound by this Release. I also affirm that I am over 18 years of age. (If under 18 years of age, please provide parent/guardian signature below.)

Date: _____

Name (print): _____

Signature: _____

Guardian (If under 18): _____

E-mail: _____

Address: _____

Cell Phone: _____

Emergency Contact & Phone _____

How did you hear about us? _____