



SWETSTUDIO®

Release of Liability and Assumption of Risk Agreement

Name: _____ Date: _____

Address: _____ City: _____ Zip: _____

Email: _____ Phone number: _____

I understand the nature of the SWETSTUDIO® activities and am qualified to participate in such activities I am aware the activities are conducted in facilities open to the public. If at any time I believe conditions to be unsafe, I will immediately discontinue further participation and notify the instructor of a Swet Studio™ staff member. **I hereby represent and warrant that I am at least 18 years of age.**

I fully understand that: (a) SWETSTUDIO® activities involve risks and dangers including SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) these Risks may be caused by my own action or inaction, the action or inaction of others (including other activity participants), the condition of in which the activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred as a result of my participation in the activity.

I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS (a) Personal Best Fitness LLC (dba SWETSTUDIO®) and its managers, members, administrators, agents, volunteers, and employees, (b) other participants, (c) any sponsors or advertisers, and (d) the owners of premises in which the activities take place (each considered one of the "Releasees" herein) from and against all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of one or more of the "Releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, if I, or anyone on my behalf, make a claim against any of the Releasees named above, I will indemnify, save and hold harmless each of the releases from any litigation expenses, attorney fees, loss liability, damage or costs that may occur as the result of any such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT



DESCRIPTION OF THE EXERCISE PROGRAM AND POTENTIAL RISKS: I understand and do hereby consent to participate in a fitness training program that will include stretching, cardiovascular and strength training exercises. I have been informed and understand that physical exercise has been associated with certain risks, including but not limited to occasional minor injuries (e.g. pulled muscles, muscle soreness, musculus-skeletal strains and sprains, bruises) to infrequent serious injury (e.g. heart attack, stroke or other cardiovascular accidents, muscle tears) to the very rare catastrophic incident (e.g. death, paralysis). I acknowledge that regardless of the care taken SWETSTUDIO® cannot guarantee my personal safety.

PARTICIPANT RESPONSIBILITIES: I understand it is my responsibility to 1) fully disclose any health issues (including diabetes, heart problems, seizures, or asthma) or medications that are relevant to participation in a strenuous exercise program; 2) inform the instructor or trainer if there are any changes to my health, including injuries and sickness; 3) inform the instructor or trainer if there are activities with which I do not feel comfortable; 4) cease exercise and report promptly any unusual feelings (e.g., chest or other discomfort, nausea, difficulty breathing, injury) during the exercise program; and 5) clear my participation with my physician.

PARTICIPANT ACKNOWLEDGEMENTS: In agreeing to this exercise program, I, the participant 1) acknowledge that my self-participation is completely voluntary; 2) understand the potential physical risks involved in the exercise program, and believe that the potential benefits outweigh those risks; 3) give consent to certain physical touching that may be necessary to ensure proper technique and body alignment; 4) understand that the achievement of health or fitness goals cannot be guaranteed; 5) have been able to ask questions regarding any concerns I might have, and have had all questions answered to my satisfaction; 6) am in good physical condition, have no impairment which might prevent my participation in such activities, and have been advised to consult a physician prior to beginning this program; 7) have been advised to cease exercise immediately if I experience unusual discomfort and feel the need to stop.

RULES, REGULATIONS, AND SCHEDULES: Members agrees to abide by all the membership rules, regulations and schedules of SWETSTUDIO® which may be posted at the Studio or issued orally, and which may be amended from time to time at SWETSTUDIO®'s discretion.

TRANSFERS OF MEMBERSHIP: Memberships are not transferable.

PAYMENT OBLIGATIONS: Dues are for the period of time and are not related to actual use of the Studio. The participant shall not be relieved of her obligations to make payments agreed to, and no deduction from any payments shall be made as a result of failure to use the Studio's facilities.

LOCKERS: Lockers are provided solely for your benefit and convenience. Management will remove any articles left in a locker overnight. Participants must provide their own lock.

VALUABLES AND PERSONAL PROPERTY: You are urged to avoid bringing valuables to the Studio. SWETSTUDIO® shall not be liable for the loss of or theft of, or damage to, the personal property of participants or guests, including items left in lockers or elsewhere in the Studio.

PRICING: After the first (1) month, SWETSTUDIO® reserves the right to increase the monthly or annual fee on 30 days' notice.



PROMOTIONAL MATERIALS: SWETSTUDIO® reserves the right to use any photograph, audio recording or video taken at the facility in SWETSTUDIO® promotional materials, brochures, and its website and I grant SWETSTUDIO® the right to use my image and voice.

OF RIGHTS: SWETSTUDIO® reserves the right to suspend, revoke or cancel your membership or right to participate in any activity at any time and for any reason. If your membership or rights to use the Studio are terminated, SWETSTUDIO® will refund an amount equal sums paid for the current period pro rated for any partial period or unused classes less expenses incurred by SWETSTUDIO® in connection with such termination or as a result of any breach by the you of this Agreement or any policy or rules of SWETSTUDIO® or the portion of the total price of this agreement representing the services used or completed, and provided further, that Seller may demand the reasonable cost of goods and services which the Buyer/ Member has consumed or wishes to obtain after cancellation.

ADDENDUM: Coronavirus/COVID-19

The novel Coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. SWETSTUDIO® has put in place preventive measures to reduce the spread of COVID-19. However SWETSTUDIO® cannot guarantee that you will not become infected with COVID-19.

ASSUMPTION OF RISK: By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expense, of any kind, that I may incur.

WAIVER OF LIABILITY: I hereby release, covenant not to sue, discharge, and hold harmless SWETSTUDIO®, its employees, agents, and representatives, from all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating to COVID-19.

Please read carefully; I hereby agree to the following:

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT. I HAVE BEEN MADE FULLY AWARE OF AND UNDERSTAND THE POTENTIAL RISKS INVOLVED WITH THE PHYSICAL FITNESS AND OTHER ACTIVITIES OFFERED BY SWETSTUDIO®. I HEREBY CONSENT TO THOSE RISKS AND AM FREELY AND VOLUNTARILY SIGNING THIS AGREEMENT AND PARTICIPATING IN THESE ACTIVITIES.

ACKNOWLEDGED AND AGREED:

Signature: _____ Date: _____