

Waiver of Liability, Indemnity Agreement, and Assumption of Risk

Waiver: In consideration of my use of the services of Markee Personal Training, Inc., a California, USA corporation, and/or markeepersonaltraining.com, markee-virtual-training.com, markee-weight-loss-management.com, markee-injury-rehab.com, all of which are trade names and/or divisions of Markee Personal Training, Inc., on behalf of myself, my heirs, personal representatives, or assigns, I do hereby release, waive, and discharge from liability for any and all claims arising from the ordinary negligence of Markee Personal Training, Inc., a California, USA corporation, and/or markeepersonaltraining.com, markee-virtual-training.com, markee-weight-loss-management.com, markee-injury-rehab.com and their employees and agents. This agreement applies to (1) personal injury, including death, from accidents or illnesses arising directly or indirectly from participation in activities directed, suggested, or planned by Markee Personal Training, Inc., a California, USA corporation, and/or markeepersonaltraining.com, markee-virtual-training.com, markee-weight-loss-management.com, markee-injury-rehab.com including but not limited to organized activities, classes, instruction, observation, related activities in a non-supervised setting, and use of facilities, premises, or equipment; and (2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification and Hold Harmless: I also agree to hold harmless and indemnify Markee Personal Training, Inc., a California, USA corporation, and/or markeepersonaltraining.com, markee-virtual-training.com, markee-weight-loss-management.com, markee-injury-rehab.com, Pamela Markee and the owners and operators of the facility or facilities where I engage in the subject fitness activities, and their insurance carriers from all claims, whether initiated by me or by a third party, and to reimburse them for any expenses incurred as a result of my involvement or that of any minor for whom I have acknowledged informed consent with Markee Personal Training, Inc., a California, USA corporation, and/or markeepersonaltraining.com, markee-virtual-training.com, markee-weight-loss-management.com, markee-injury-rehab.com.

I further agree to pay all expenses including court costs and attorneys' fees incurred by Markee Personal Training, Inc., a California, USA corporation, and/or markeepersonaltraining.com, markee-virtual-training.com, markee-weight-loss-management.com, markee-injury-rehab.com, and Pamela Markee and the other aforementioned parties in investigating and defending a demand, claim, or suit resulting from my participation or that of any minor for whom I have acknowledged informed consent in any of Markee Personal Training, Inc., a California, USA corporation, and/or markeepersonaltraining.com, markee-virtual-training.com, markee-weight-loss-management.com, markee-injury-rehab.com's activities.

Severability and Venue: I further expressly agree that this waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in the District Court for the Eastern District of California, United States of America.

Acknowledgment of Understanding: I have read this waiver of liability and indemnification agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue and that of any minor for whom I have acknowledged informed consent. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability for injury resulting from ordinary negligence to the greatest extent allowed by law in the State of California.

Signature of Client

Date

Assumption of Inherent Risks: Fitness and conditioning activities, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care the personal trainer takes to prevent injuries. The personal training activities offered by Markee Personal Training, Inc., a California, USA corporation, and/or markeepersonaltraining.com, markee-virtual-training.com, markee-weight-loss-management.com, markee-injury-rehab.com provide for activities such as weight lifting, walking, jogging, running, stretching, and other aerobic activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity that places stress on the cardiovascular system. In addition, many activities will involve equipment (e.g., barbells, free weights) and complex machines (e.g., treadmills, stepping machines, stationary bicycles), all of which have the potential of malfunctioning or causing injury. The specific risks vary from one activity to another, but in each activity the risks range from (1) occasionally occurring minor injuries such as scratches, bruises, muscle strains, and sprains to (2) rarely occurring major injuries such as ligament damage, broken bones, joint or back injuries, concussions, and heart attacks to (3) the very rare occurrence of catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know the nature of the activities at Markee Personal Training, Inc., a California, USA corporation, and/or markeepersonaltraining.com, markee-virtual-training.com, markee-weight-loss-management.com, markee-injury-rehab.com, and I understand the demands of those activities relative to my physical condition and skill level, and I appreciate the types of injuries that may occur as a result of activities made possible by Markee Personal Training, Inc., a California, USA corporation, and/or markee-virtual-training.com, markee-weight-loss-management.com, markee-injury-rehab.com. I hereby assert that my participation and that of any minor for whom I have acknowledged informed consent is voluntary and that I knowingly and willingly assume all such risks.

Arbitration: In the event of a dispute arising from my use of the services and/or facilities described herein, I agree that the parties hereto have the right to have the resolution of the dispute determined by nonbinding arbitration by an arbitrator mutually agreed upon by the parties conducted in Sacramento, California, USA. Unless the parties to the dispute agree to binding arbitration after the dispute arises, any arbitration award is not binding on the parties and any party to the dispute may pursue any other available remedy within 30 days after the service of a nonbinding arbitration award on that party.

Acknowledgment of Understanding: I have read this assumption of risk and fully understand its terms.

I acknowledge that I am signing the agreement freely and voluntarily and intend my signature to signify a complete assumption of the inherent risks in any way associated with the personal training program offered by Markee Personal Training, Inc., a California, USA corporation, and/or markeepersonaltraining.com, markee-virtual-training.com, markee-weight-loss-management.com, markee-injury-rehab.com, to the greatest extent allowed by law in the State of California.

Signature of Client

Date