

PHAT Cat Fit Life - Waiver of Liability

This Agreement is entered into between PHAT Cat Fit Life LLC ("Studio") and the undersigned ("Client"). The provision of group fitness training at their own home ("location") by Studio to Client, and Client's use of any premises, facilities or equipment are contingent upon this Agreement.

ASSUMPTION OF RISK: You agree that if you engage in any physical exercise or activity, including personal training, or enter our premises or use any facility or equipment on our premises for any purpose, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by Studio or otherwise, including injuries or damages arising out of the negligence of Studio, whether active or passive, or any of Studio's affiliates, employees, agents, representatives, successors, and assigns. Your assumption of risk includes but is not limited to, your use of any exercise equipment (mechanical or otherwise), sidewalks, parking lots, stairs, or any equipment. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, or any other sporting or recreational endeavor. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Studio or otherwise. If you are engaged in online training, you acknowledge that you are not being monitored by any trainer and that there is no liability to the trainer, facility or studio if there is an injury sustained.

RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Studio (and Studio's affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Studio, whether active or passive, or any of Studio's affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of premises or while traveling to or from personal training, including injuries resulting from Studio's or anyone else's negligent inspection or maintenance of the facility or premises, (e) training you undertake that is online only without the supervision of a trainer. The trainer will provide step by step instruction on completing the exercise in a safe manner but cannot monitor you while you are completing these exercises. If you are unable to complete the exercise due to physical limitation or lack of understanding DO NOT attempt. If you do attempt, you will be liable for any injury sustained.

ACKNOWLEDGMENTS: You expressly agree that the foregoing release, waiver, assumption of risk agreement is intended to be as broad and inclusive as permitted by the law in the State of Pennsylvania and Client's State of residence and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, expressing assumption of risk. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against Studio or Studio's negligence, or for any defective product used while receiving personal training from Studio. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

You will be checking a box on purchase agreement and again when you set up your account agreeing to the document above. Also, each time you sign in, you are agreeing to the terms above.

I certify that I have reviewed all of the above terms of the Agreement, and by checking the following box, I hereby consent and agree to all of the above terms.