

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

I (the undersigned individual) have expressed an interest in participating in a program of progressive physical exercise, or physical exercise classes (“Program”) and/or obtaining nutritional and/or lifestyle advice offered by The Synergistic Body, LLC (“you” or “your”). As a condition to participating in the Program, using your facility and equipment and/or receiving nutritional/lifestyle advice, I have agreed to execute this Release of Liability and Assumption of Risk Agreement (“Release”).

Using exercise equipment and participating in any physical exercise involves certain inherent risks, including the risk of death, serious personal injury, minor injuries, pain, and damage and/or loss to personal property. I agree to assume all such risks as well as any other risks involved in participating in the Program and using your facility and equipment.

The services that are provided to me may also include nutritional advice. Neither you nor your members, officers or employees are nutritionists or licensed dieticians and I understand that the advice you provide is based upon your general research, experience and the recommendations of others. The recommendations made should not be used nor are they intended to be used to diagnose, treat, cure or mitigate any specific health concerns. If I have or experience any specific health concerns, I understand that I should seek the care and consultation of an appropriate licensed healthcare practitioner.

I agree to release and discharge you and all of your members, officers, employees, agents and representatives (collectively the “Released Parties”), from and against any and all damages, actions, claims and liabilities, whether known or unknown, anticipated or unanticipated, relating to or arising from any activity, occurrence or event involving you or your facility and equipment to the fullest extent permitted by law. This Release is intended to release and discharge the Released Parties from any and all claims against the Released Parties including, but not limited to, claims arising out of the negligence of the Released Parties. I further agree to indemnify, hold harmless and defend you and each of the other Released Parties from and against any loss, damage, liability and expense, including costs and attorney’s fees, incurred by any of them caused by my use of the facility, equipment, or participation in the Program or any other activities sponsored by or involving you.

Date: \_\_\_\_\_

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
(Printed Name)

**TO BE COMPLETED AND SIGNED BY PARENT OR LEGAL GUARDIAN IF PARTICIPANT IS A MINOR.**

The undersigned represents that he or she is the parent or court-appointed legal guardian of the above individual and hereby consents to the individual using your facility, participating in the Program and/or obtaining nutritional advice. The undersigned agrees, personally and on behalf of the minor individual, to be bound by the terms and conditions of this Release including, but not limited to, the release and indemnification provisions set forth therein.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Parent or Court-Appointed Legal Guardian)

\_\_\_\_\_  
(Relation to participant)

\_\_\_\_\_  
(Printed Name of Parent or Court-Appointed Legal Guardian)