

WAIVER AND RELEASE OF LIABILITY

Whereas, Brad's Power Gym, LLC (the "Company") has agreed to allow me to use a weightlifting gym (the "Facilities") located in the basement of a property located at 1465 South 1300 East, Spanish Fork, Utah 84660 (the "Premises") and weightlifting equipment belonging to the Company (the "Equipment");

Whereas, the Company has agreed to serve as my personal trainer and, in that capacity, provide me with instruction and guidance concerning exercise and diet, including but not limited to instruction on how to perform various lifts and other exercises (the "Services");

Wherefore, in consideration of my use of the Facilities and Equipment and/or my receipt of the Services, I expressly agree and contract as follows:

I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the Company, Brad Koyle and/or Erin Koyle and, as applicable, each's insurers, employees, agents, members, managers, and associates (the "Releasees"), shall not be liable for any injuries (including death), damages or losses sustained by me that occur on the Premises (including walkways, stairways and adjacent sidewalks), arise from my use of the Facilities or the Equipment, and/or arise from or are caused by the Services, regardless of whether such injuries, damages or losses are caused, in whole or in part, by the negligence of one or more of Releasees.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries (including death), damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge the Releasees from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, arising from injuries (including death) sustained by me that occur on the Premises (including walkways, stairways and adjacent sidewalks), arise from my use of the Facilities or the Equipment, and/or arise from or are caused by the Services, regardless of whether such injuries, damages or losses are caused, in whole or in part, by one or more of Releasees.

I expressly agree to indemnify and hold the Releasees harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me that occur on the Premises (including walkways, stairways and adjacent sidewalks), arise from my use of the Facilities or the Equipment, and/or arise from or are caused by the Services. I also expressly agree to reimburse Releasees for any litigation costs (including but not limited to expert witness fees) or attorney fees that Releasees reasonably incur in defending against any such claims or causes of action. The obligations imposed by this paragraph exist even if the claims or causes of action arise, in whole or in part, from the negligence of one or more of the Releasees.

I agree to comply with all rules imposed by the company regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that the company is not responsible for property that is lost, stolen, or damaged while on the Premises.

If any term of this Release is to any extent deemed illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Date: _____

Signature: _____

Print Name: _____