

WAIVER AND RELEASE

Whereas, Brad's Power Gym, LLC (the "Company") has agreed to allow _____ ("Minor") 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 Minor's personal trainer and, in that capacity, provide Minor 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 Minor's use of the Facilities and Equipment and/or Minor's receipt of the Services, Minor's parent(s) and/or guardian(s) expressly agree and contract as follows:

Each parent and/or guardian agrees and contracts, on behalf of herself/himself, and her/his 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, damages and/or losses sustained by the parent and/or guardian that: (a) arise from physical, mental or emotional injuries and/or harm (including death) sustained by Minor and/or the parent/guardian on the Premises (including walkways, stairways and adjacent sidewalks); (b) arise from Minor's and/or parent/guardian's use of the Facilities or the Equipment; and/or (c) arise from or are caused by the Services. The provisions of this paragraph apply regardless of whether such injuries, damages or losses are caused, in whole or in part, by the negligence, actionable breach of legal duty, act, or omission of one or more of Releasees.

By the execution of this agreement, each parent/guardian hereby fully and forever releases and discharges the Releasees from any and all of parent/guardian's claims (including but not limited to claims for wrongful death or loss of consortium), demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, that: (a) arise from physical, mental or emotional injuries and/or harm (including death) sustained by Minor and/or by the parent/guardian on the Premises (including walkways, stairways and adjacent sidewalks); (b) arise from Minor's and/or parent/guardian's use of the Facilities or the Equipment; and/or (c) arise from or are caused by the Services. The provisions of this paragraph apply regardless of whether such injuries and/or harm are/is caused, in whole or in part, by the negligence, actionable breach of legal duty, act, or omission of one or more of Releasees.

By the execution of this agreement, each parent/guardian, on behalf of the Minor, hereby fully and forever releases and discharges the Releasees from any and all of the Minor's claims (including but not limited to claims for wrongful death or loss of consortium), demands, damages, rights of

action, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, that: (a) arise from physical, mental or emotional injuries and/or harm (including death) sustained by Minor and/or by the parent/guardian on the Premises (including walkways, stairways and adjacent sidewalks); (b) arise from Minor's and/or parent/guardian's use of the Facilities or the Equipment; and/or (c) arise from or are caused by the Services. The provisions of this paragraph apply regardless of whether such injuries and/or harm are/is caused, in whole or in part, by the negligence, actionable breach of legal duty, act, or omission of one or more of Releasees.

Each parent/guardian expressly agrees 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: (a) arise from physical, mental or emotional injuries and/or harm (including death) sustained by Minor and/or the parent/guardian on the Premises (including walkways, stairways and adjacent sidewalks); (b) arise from Minor's and/or parent/guardian's use of the Facilities or the Equipment; and/or (c) arise from or are caused by the Services. Each parent/guardian also expressly agrees 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 paragraphs exist even if the claims or causes of action arise, in whole or in part, from the negligence, actionable breach of legal duty, act, or omission of one or more of Releasees. The obligations imposed by this paragraph are joint and several.

Each parent/guardian agrees to comply with all rules imposed by the Company regarding the use of the Facilities and Equipment and to require and encourage the Minor to do the same. Each parent/guardian agrees to require and encourage Minor to act in a controlled and reasonable manner at all times and to refrain from using the Facilities or Equipment in a manner inconsistent with its intended design and purpose.

Each parent/guardian understands and acknowledges that the Minor's use of the Facilities and Equipment involves risk of serious injury, including permanent disability and death.

Each parent/guardian understands and agrees that the Company is not responsible for property that is lost, stolen, or damaged while on the Premises.

Each parent/guardian agrees and warrants that all of Minor's parent(s) and/or guardian(s) have signed this Waiver and Release.

If any term of this Waiver and 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.

**EACH OF THE UNDERSIGNED HAS READ THE FOREGOING WAIVER AND
RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT
WITH FULL KNOWLEDGE OF ITS CONTENT.**

Date: _____

Signature: _____

Print Name: _____

Relationship to Minor: _____

Date: _____

Signature: _____

Print Name: _____

Relationship to Minor: _____