



## Acknowledgement and Release of Liability

By signing up for and/or attending a class, event, activity, and other program and/or using the premises, facilities and equipment (individually and/or collectively, the "Classes and Facilities") of Sweat Vacay, LLC and its subsidiaries (collectively "Sweat Vacay"), I hereby acknowledge on behalf of myself, my heirs, my personal representatives and/or assigns, that use of the Classes and Facilities involves physical exercise, sport, wellness and recreational activities that may cause injury and that there are certain inherent risks and dangers when choosing to participate in any physical exercise, sport, wellness or recreational activity, including the Classes and Facilities. I acknowledge my participation and use of the Classes and Facilities is voluntary and that my participation in the Classes and Facilities is expressly conditioned upon my agreement to each of the terms of this document.

I acknowledge that some of aforementioned risks cannot be eliminated regardless of the care taken to avoid injuries. I also acknowledge that the specific risks vary from one activity to another, but range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, rhabdomyolysis, and concussions; and (3) catastrophic injuries including paralysis and death.

**In consideration of being allowed to participate in and access the Classes and Facilities, I hereby (1) agree to assume full responsibility for any and all injuries or damage, including those which may result in death, which are sustained or aggravated by me in relation to the Classes and Facilities, whether sustained while using exercise equipment or not, (2) release, indemnify, and hold harmless Sweat Vacay, its direct and indirect parent, subsidiary affiliate entities, and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others (the "SV Released Parties"), from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities (including, without limitation, attorneys fees) to the fullest extent allowed by law arising out of or in any way related to participation in the Classes or use of the Facilities, and (3) represent that I (a) am in good health and sufficient physical condition to properly use the Classes and Facilities (b) have no medical or physical condition that would prevent me from properly using any of the Classes and Facilities, (c) do not have a physical or mental condition that would put me in any physical or medical danger, (d) have not been instructed by a physician to not participate in physical exercise and (e) that I am knowledgeable about the proper use of any equipment that I will use and the rules of any activities that I will participate in, and that if I am not knowledgeable about the proper use of any equipment that I will use and/or the rules of any activities that I will participate in, I will become knowledgeable before I use the equipment/participate in the activities. I acknowledge that if I have any chronic disabilities or conditions, I am at risk by using Sweat Vacay's Classes and Facilities and should not be participating.**

If in the subjective opinion of the Sweat Vacay staff, I would be at physical risk using Sweat Vacay's Classes and Facilities, I understand and agree that I may be denied access to the Classes and Facilities until I furnish Sweat Vacay with an opinion letter from my medical doctor, at my sole cost and expense, specifically addressing Sweat Vacay's concerns and stating that Sweat Vacay's concerns are unfounded.



In the event of any emergency, I authorize the SV Released Parties to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for payment of any and all medical services rendered.

All pregnant women must have approval from their physician to begin a new exercise program.

The SV Released Parties are not responsible for any loss or theft of personal property brought to or left in the Classes and Facilities and I release the SV Released Parties from any liability for such loss or theft.

I recognize that photos and/or videos may be taken of me as part of Sweat Vacay's publicity, marketing, or advertising efforts and permit the unlimited distribution, advertising, promotion, assignment and exhibition of any promotional, advertising, or media product produced by Sweat Vacay. I agree that any photographs or videos taken by Sweat Vacay, its representatives, or its agents while participating at the Classes and Facilities will be property of Sweat Vacay.

I acknowledge that I am at least 18 years of age. \_\_\_\_\_ INITIALS

I understand that no individual under the age of 18 may participate in the Classes and Facilities.

I understand and agree to adhere to the Sweat Vacay Classes and Facilities Policies attached hereto as Exhibit A. I acknowledge that, at all times, I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to me by staff.

I have read and fully understand the Acknowledgement and Release of Liability set forth above, including the permission to secure medical treatment and the release of all claims, including claims for the negligence of the SV Released Parties. This document is binding upon me and my heirs, children, wards, personal representatives, and anyone else entitled to act on my behalf.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature