

TERMS AND CONDITIONS

1. I understand that there are significant risks involved in all aspects of physical training and if I choose to proceed with such training, I voluntarily assume these risks and any injury, loss or damage that may result.

2. I understand that the owners, members, managers, partners, employees and agents of Team Athletic (collectively and including Power-Gym De Plank) are not physicians nor are they trained in medicine and they cannot provide reliable advise for any condition I may have. I understand that I need to consult a physician if I have any questions concerning my health or ability to participate in any of the physical training, exercise, classes or services that Team Athletic offers.

3. I understand that the reaction of the body, including the heart, lung and vascular systems, to exercise cannot always be predicted with accuracy and that there is a risk of a full range of injuries, from minor to severe, including the possibility that I might suffer permanent serious injury or death. I understand that the programs and services offered by Team Athletic are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. These risks of injury, loss or damage might result from my own actions or negligence, or the actions or negligence of others, or the conditions of the premises or of any equipment used. I acknowledge that there may be other risks to me that are not known or not reasonably foreseeable. I agree to accept and assume all of the above risks that arise as a result of my participation, including property damage, personal injury or death. I also release, waive, discharge, and promise not to sue Team Athletic or its or their owners, managers, members, partners, employees, officers, directors, agents, landlords, affiliated companies, and insurers from any and all liability for injury, loss or damage to my person or property, or any other consequence in connection with my participation in training or rehabilitation services received at or directed by Team Athletic. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs.

4. I also agree to indemnify, defend and hold harmless Team Athletic, their owners, managers, members, partners, employees, officers, directors, agents, trainers, affiliated companies, and insurers from any and all damages, liabilities, fees and costs incurred in connection with any third party claims or threats of claims asserted arising from my participation in recreational or athletic activities or rehabilitation services. I intend this release and hold harmless agreement to forever bind myself as well as my estate, personal representatives, guardians, conservators, heirs, executors, administrators, next of kin, and assigns.

I acknowledge and agree that I have not been solicited or induced or influenced by Team Athletic or by anybody acting in concert with Team Athletic to exercise at or under the direction of any of Team Athletic.

By my acceptance, I represent that I have carefully read, understand, and consent to the terms of this waiver and release or liability. I understand and confirm by signing

this waiver and release that I expressly and willingly agree to assume complete responsibility for any injury to my person or damage to my property that may arise in connection with my participation in training or exercise received at or directed by Team Athletic.

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.