



OPERATOR FITNESS

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Temple City, CA 91780 USA
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Release of Liability and Waiver of Claims Agreement

Please read carefully before signing: Your signature at the bottom of this waiver indicated that you understand the term hereof and agree to release, waive, and otherwise absolve Operator Fitness, Chris Loomis, and all providers, affiliates, associates, agents, representatives, designees, and/or assigns (the "Trainer") from any and all liability associated with your participation in the fitness/exercise program offered thereby (the "Program").

This Liability Waiver Agreement (the "Agreement") is entered into by the undersigned (hereinafter "Participant") for his/herself, in consideration of the agreement between Participant and Trainer while Participant is participating in the Program. By executing this Agreement, Participant hereby acknowledges and confirms he/she has read the Agreement in its entirety, understands the terms herein, and agrees to the terms of the Agreement and the applicability of the same as to Participant's spouse, children, parents, guardians, heirs, estate, and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns. Participant hereby agree to and make the following representations, warranties and agreements that shall be binding to the fullest extent permitted by law:

- A.** Participant wish to participate in the exercise and training program offered by Trainer. Participant understands there are inherent risks in participating in a program of strenuous exercise, thus, Participant hereby represent that:
 - 1.** Participant is (and, at the time of the Activities, will be) in good health and in proper physical condition to participate in the Activities; and is not, and will not during his/her participation in the Program, be under the influence of a banned substance, alcohol, or any prescription drugs that would in any way impair Participant's ability to safely participate in the Activities. Participant further represents he/she has no medical condition, including without limitation any allergies, that he/she has not been disclosed to Trainer.
 - 2.** Participant agrees that it is their sole responsibility to determine whether he/she is sufficiently fit and healthy enough to safely participate in the Activities; consequently, Participant represents that they have been examined by a physician of their choice, and at their own expense, and have obtained their physician's approval for their participation in the Program no more than sixty (60) days of the date set forth herein

below. Participant further represents that no change has occurred in their physical condition since the date such approval was given which might affect their ability to participate in the fitness program.

3. If a physician has not examined Participant prior to the commencement of the Program, they agree to see a physician within thirty (30) days of the date set forth below to obtain his/her approval for their participation in Program. In the event, however, Participant chooses to not see a physician prior to beginning of the Program, Participant do so strictly at their own risk. In all events, Participant hereby accepts all risk and responsibility for any and all injuries, no matter whether minor or severe, sustained during participation in the Program. Participant shall provide Trainer with their physician's notes, clearance, and/or program recommendations and/or limitations, if any.

B. Participant hereby acknowledges and understands there may be activities during the Event which may be inherently dangerous or which may result in property damage or bodily injury, including without limitation slipping or falling, vehicular accidents, being cut or struck by equipment, being injured while lifting or carrying weights or equipment, property loss or damage, and/or other physical injuries including without limitation being struck by equipment, dismemberment, disability, or death (hereinafter "Damages" collectively).

I have read and understand the above terms: _____ (initial)

C. By this Agreement, it is the intention of Participant to, and Participant hereby does, knowingly, willingly and irrevocably, relieve, release, and otherwise absolve Trainer, and their respective associates, agents, contractors, licensees, or any other person or company in any way associated therewith and/or with the Program (hereinafter "Releasees" collectively), of any duty or liability to Participant, and Participant does assume the entire risk of any and all Damages which might occur during or as a result of Participant's participation in the Program.

I have read and understand the above terms: _____ (initial)

D. By this Agreement, Participant also intends to release, discharge and absolve, absolutely, Releasees from any and all liability for any active or passive negligence whatsoever by Releasees or any third party, and to waive and relinquish any claim or cause of action against Releasees for any loss, claim, damages, personal injury, disability, death, medical and any other type of expense or property damages or loss caused by any negligence of Releasees and hereby promise not to sue or exercise any legal right to seek any damages from Releasees.

I have read and understand the above terms: _____ (initial)

E. As to any and all liability for the Damages Participant may suffer or incur due to any cause whatsoever, while attending or participating in the Event, Participant hereby agrees:

1. To **waive** any and all claims for Damages Participant may have against Releasees;
2. To **release** Releasees from any and all liability for the Damages Participant may suffer or incur, or that Participant's next of kin, heirs, spouse, children, family, or estate may suffer, as a result of, or while Participant is attending or participating in the Event activities or programs; and

3. To **hold harmless and indemnify**, Releasees from any and all liability for the Damages to any third party, as a result of or while Participant is attending or participating in the Event activities or programs.

I have read and understand all the above terms: _____ (initial)

F. This waiver and release of liability and indemnification agreement (hereinafter "Waiver and Release") shall be effective and binding upon Participant's heirs, next of kin, family, spouse, relatives, guardians, conservators, executors, administrators, trustees and assigns in the event of Participant's injury, disability, dismemberment, or death.

G. Participant further agree that this Agreement is intended to be as broad and inclusive as is permitted under the laws of the state of California and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

H. By executing this Agreement Participant is indicating that he/she has read, fully understands, and agrees to the terms of the foregoing. Participant further indicates he/she has voluntarily signed this Agreement, and further agree that no oral representations, statements or inducements apart from this Agreement have been made by Releasees or anyone else with regard to the subject matter hereof.

I. IT IS PARTICIPANT'S EXPRESS INTENTION BY THIS AGREEMENT TO EXEMPT AND RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY AND/OR RESPONSIBILITY WHATSOEVER FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH WHICH PARTICIPANT MAY EXPERIENCE, HOWEVER CAUSED, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OF THE RELEASEES, WHETHER PASSIVE OR ACTIVE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY PRODUCT LIABILITY.

I have read and understand the above terms: _____ (initial)

J. Participant hereby acknowledges that it is familiar with the provisions of California Civil Code, Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

In the event that any waiver, release, relinquishment or discharge set forth in this Agreement, or under or pursuant to California Civil Code Section 1542, should be judicially determined to be invalid, voidable or unenforceable, for any reason, the release, relinquishment or discharge to that extent shall be severable from the remaining provisions of this Agreement, and the invalidity, voidability or unenforceability or interpretation of the remaining provisions of this Agreement or any portion hereof. Participant, being aware of said Code Section, hereby expressly waives any rights he/she may have thereunder, as well as under any other statutes or common law principles of similar effect.

I have read and understand the above terms: _____ (initial)

K. Participant understands that Trainer will make every reasonable effort to preserve the privacy of the information contained in this Client Intake Form. I further agree that Trainer shall not be liable or responsible to me for any inadvertent disclosure of the information contained in the Client Intake Form and Participant expressly releases and discharges Trainer from all claims, actions, judgment and the like which Participant or his/her heirs, executors, administrators, trustees, or assigns may have or claim to have as a result of any damage which may occur in connection with disclosure of private information contained in the Client Intake Form. This release shall be binding upon Participant and his/her heirs, executors, trustees, administrators, and assigns.

I have read and understand this term: _____ (initial)

L. Participant understands that they are not obligated to perform nor participate in any activity that they do not wish to do, and that it is their right to refuse such participations at any time during my training sessions. Participant understands that should they feel lightheaded, faint, dizzy, nauseated, or experience pain or discomfort, they are to stop the activity immediately and inform Trainer at their earliest opportunity.

I have read and understand this term: _____ (initial)

M. Participant understands that the results of any fitness program cannot be guaranteed and their progress depends on their effort and cooperation in and outside of the sessions.

I have read and understand this term: _____ (initial)

N. In the event any photographs, illustrations, audio and/or video recordings, or other tangible fixations (the "Materials") of or depicting, in whole or in part, the Participant's name, image, likeness, persona, voice, or personal and biographical data (collectively the "Image") are created, developed, or produced by or at the direction of the Trainer, or Participant posts any Materials whether including any image or reference to the Program on any social media platform, Participant hereby grants to Trainer the exclusive and perpetual permission to use, publish, broadcast, exhibit, display, print, distribute, and create derivative works from the Material, inclusive of the Image, in any form of media whatsoever, including electronic media, and all alterations, modifications, derivations, and composites thereof, throughout the World, for testimonial, advertising, and promotional purposes. This right shall include the right to combine the Participant's Image(s) with other and to alter the Participant's Image(s), by digital means or otherwise, for the purposes set forth herein, all at the discretion of Trainer

I have read and understand the above terms: _____ (initial)

O. This Agreement shall be governed and construed by the laws of the State of California, without any reference to its choice of law provisions; Participant agrees to the sole personal jurisdiction of the State of California, County of Los Angeles. In the event of a dispute, the party prevailing on the merits, may be awarded its attorney's fees and costs. This Waiver and Release is perpetual and shall not have an expiration date.

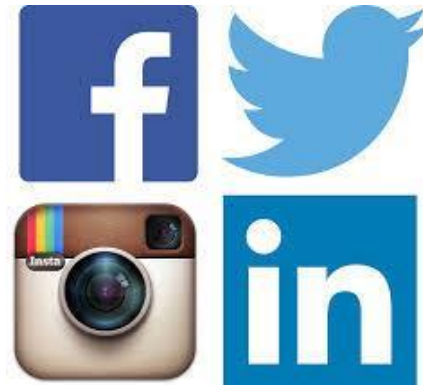
By executing this Liability Waiver Form, the Participant hereby warrants and represents they have read and understood the foregoing and acknowledge and agree to the terms set forth herein above.

PARTICIPANT'S SIGNATURE

DATE:

PARTICIPANT'S PRINTED NAME

**THE BEST COMPLIMENT OPERATOR FITNESS CAN RECEIVE IS
YOUR REFERRAL OF ANOTHER POTENTIAL CLIENT.**



@ChrisLoomisCPT

@OpsFit1