

Agreement, Release of Liability, and Assumption of Risks Form

This form is an important legal document that explains the risks you are assuming by participating in fitness-related activities. It is critical that you have read and understand this document completely. If you do not understand any part of this document, it is your ultimate responsibility to ask for clarification prior to accepting it.

I have volunteered to participate in fitness-related activities and programs of MEFIT, LLC, a Texas limited liability company doing business as CĀLEO Fitness™ (“**CĀLEO Fitness™**”), which fitness-related activities and programs may include, but are not limited to, “boot camp”-style training, strength training, resistance training, and aerobic or cardiovascular exercise (collectively, the “**Fitness Activities**”). In consideration of being allowed to participate in the Fitness Activities and to use the facilities, equipment, and machinery of CĀLEO Fitness™, in addition to the payment of any fee or charge, I DO HEREBY WAIVE, RELEASE, AND FOREVER DISCHARGE CĀLEO FITNESS™ AND ALL OF ITS EMPLOYEES, INSTRUCTORS, OWNERS, MANAGERS, OFFICERS, AND STAFF (COLLECTIVELY, THE “**RELEASED PARTIES**”) FROM ANY AND ALL RESPONSIBILITIES AND LIABILITIES FOR INJURIES OR DAMAGES RESULTING FROM MY PARTICIPATION IN ANY OF THE FITNESS ACTIVITIES OR MY USE OF FACILITIES, EQUIPMENT, OR MACHINERY OF CĀLEO FITNESS™. I DO ALSO HEREBY RELEASE ALL OF THE RELEASED PARTIES FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY INJURY OR DAMAGE TO MYSELF, INCLUDING THOSE CAUSED BY THE ORDINARY NEGLIGENCE OF ANY OF THE RELEASED PARTIES, ARISING OUT OF OR CONNECTED WITH MY PARTICIPATION IN THE FITNESS ACTIVITIES OR THE USE OF ANY FACILITIES, EQUIPMENT, OR MACHINERY OF CĀLEO FITNESS™. I ACKNOWLEDGE AND UNDERSTAND THAT THIS RELEASE IS GIVEN IN ADVANCE OF ANY INJURY OR DAMAGE TO ME AND THAT IT INCLUDES INJURY OR DAMAGE TO ME CAUSED BY THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES BUT NOT FROM ANY CLAIMS RELATED TO GROSS NEGLIGENCE OR TO THE WILLFUL, WANTON, CRIMINAL, OR INTENTIONAL CONDUCT OR ACTS OF THE RELEASED PARTIES.

I understand and am aware that the Fitness Activities and the use of the facilities, equipment, and machinery of CĀLEO Fitness™ are potentially hazardous activities. I also have been informed of, understand, and am aware that any exercise and/or fitness activities involve a risk of injury, as well as abnormal changes in blood pressure, fainting, and a risk of heart attack, stroke, other serious disability, or death. I am voluntarily participating in the Fitness Activities and using the facilities, equipment, and machinery of CĀLEO Fitness™ with full knowledge, understanding, and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death disclosed in this form and any and all risks of injury or death that an ordinarily prudent person would otherwise know about.

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in the Fitness Activities or use of the facilities, equipment, or machinery of CĀLEO Fitness™. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in the Fitness Activities or use of the facilities, equipment, or machinery of CĀLEO Fitness™. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, and use of exercise and training equipment so that I might have his/her recommendations concerning the Fitness Activities and the use of the facilities, equipment, and machinery of CĀLEO Fitness™. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate without the approval of my physician, in the Fitness Activities and in the use of the facilities, equipment, and machinery of CĀLEO Fitness™ and hereby assume all responsibility for my participation in the Fitness Activities and my utilization of the facilities, equipment, and machinery of CĀLEO Fitness™. I agree to stop exercising if I feel weak, faint, nauseated, or unduly tired, uncomfortable, or in pain.

BY CLICKING THE AGREEMENT TAB, I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS FORM IN ITS ENTIRETY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY CLICKING THE AGREEMENT TAB, I AM WAIVING ANY RIGHT I OR MY HEIRS, REPRESENTATIVES, ASSIGNS, SUCCESSORS, OR ANYONE ELSE CLAIMING BY, UNDER, OR THROUGH ME MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST CĀLEO FITNESS™ OR ANY OF THE OTHER RELEASED PARTIES. IF I AM UNDER 18 YEARS OLD, I MAY NOT USE THIS ELECTRONIC "CLICK-THROUGH" FORM. INSTEAD, MY PARENT OR GUARDIAN WILL BE REQUIRED TO MANUALLY SIGN A COPY OF THIS FORM IN PAPER FORMAT.