

Waiver and Release of Liability

In consideration of the risk of injury while participating in nutritional counseling, personal training, group fitness training, physiotherapy, chiropractic, acupuncture, mental health therapy, any form of physical activity, and/or therapeutic massage (the "Activity"), and as a consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Gregory Schumann and Forza Wellness Staffing LLC (DBA On Track Fitness), located at the On Track Fitness facility, any location of my choice, or a location where we are engaging in fitness training or other agreed upon services, their contractors, affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, and I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OR MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM, AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Gregory Schumann, Forza Wellness Staffing LLC (DBA On Track Fitness), and their contractors, affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, of Forza Wellness Staffing LLC against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Gregory Schumann, Forza Wellness Staffing LLC (DBA On Track Fitness) or any aforementioned constituents incurs any of these types of expenses, I agree to reimburse them.

I also hereby agree to indemnify Gregory Schumann, Forza Wellness Staffing LLC (DBA On Track Fitness) from any loss, liability, damage or cost they may incur due to the presence of participant in, upon or about the premises or in any way observing or using any facilities or equipment of Gregory Schumann or Forza Wellness Staffing LLC (DBA On Track Fitness) whether caused by the negligence of the participant or otherwise. You represent (a) that participant is in good physical condition and has no disability, illness, or other condition that could prevent Member from exercising without injury or impairment of health, and (b) that participant has consulted a physician concerning an exercise program that will not risk injury to participant or impairment of participant's health. Such risk of injury includes (but is not limited to): injuries arising from use by participant or others of exercise equipment and machines; injuries arising from participation by participant or others in supervised or unsupervised activities or programs at Forza Wellness facilities locations including remote locations; injuries and medical disorders arising from exercising such as heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others; and accidental injuries occurring anywhere associated with Gregory Schumann or Forza Wellness Staffing LLC (DBA On Track Fitness) and other facilities. Participant further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. Member has read this release and waiver of liability and indemnity clause, and agree that no oral representations, statements or inducement apart from this Agreement have been made.

Acknowledgement & Assumption of Risk and the Limitation of Liability & Full Release of Gregory Schumann and Forza Wellness Staffing LLC (DBA On Track Fitness)

LIMITATION OF LIABILITY & FULL RELEASE OF GREGORY SCHUMANN AND FORZA WELLNESS STAFFING LLC (DBA ON TRACK FITNESS):

Participant agrees to fully release Gregory Schumann and Forza Wellness Staffing LLC (DBA On Track Fitness), its owners, employees, affiliates, authorized agents and independent contractors from any and all liability, claims, demands or other actions that Participant may have for injuries, disability or death or other damages of any kind, including but not limited to, direct, special, incidental, indirect, punitive or consequential damages, whether arising in tort, contract, or breach of warranty, arising out of participation in the Services, including, but not limited to, the Physical Activities, even if caused by the negligence or fault of Gregory Schumann or Forza Wellness Staffing LLC (DBA On Track Fitness), its owners, employees, affiliates, authorized agents, or independent contractors. Participant is urged to have this Agreement reviewed by an attorney before signing.

I acknowledge that Gregory Schumann, Forza Wellness Staffing LLC (DBA On Track Fitness) and their directors, officers, volunteers, representatives, agents, and contractors are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Gregory Schumann and/or Forza Wellness Staffing LLC (DBA On Track Fitness). I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, employees, affiliates, authorized agents, or independent contractors.

I acknowledge that I have carefully read this "Waiver and Release" and fully understand that it is a release of liability. I expressly agree to the release and discharge of Greg Schumann, Forza Wellness Staffing LLC (DBA On Track Fitness) and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive and right that I otherwise have to bring legal action against Gregory Schumann, Forza Wellness Staffing LLC (DBA On Track Fitness) for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Gregory Schumann, Forza Wellness Staffing LLC (DBA On Track Fitness), its agents, and employees. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness. This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant (as noted by the signature below) and Gregory Schumann, Forza Wellness Staffing LLC (DBA On Track Fitness), and/or any of the aforementioned representatives or agents agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into. In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited. I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.