

## DESIGN FIT FOR YOU, LLC

### CONSENT, LEGAL RELEASE & EMERGENCY FORM

I have voluntarily engaged Design Fit for You, LLC (“Company”) to provide me customized fitness instruction and personal training services (“Program”). I acknowledge and agree that Company has relied on this Consent, Legal Release & Emergency Form (“Release”), and its strict enforceability, in approving my application for enrollment in the Program.

I acknowledge that the Program, including the training and exercise regimen, and the equipment used in and philosophy of the Program, has been explained to me.

I acknowledge that I have had the chance to ask questions about the Program.

I understand and accept the rules and standards of conduct for participation in the Program.

I represent that I am physically able without accommodation to participate in the Program.

I AM AWARE OF THE HAZARDS OF THE NOVEL CORNOVIRUS (“COVID-19”) AND AM FAMILIAR WITH THE CENTERS FOR DISEASE CONTROL (“CDC”) AND COMMONWEALTH OF PENNSYLVANIA GUIDELINES REGARDING COVID-19 SAFETY PRECAUTIONS. I ACKNOLWELEDGE AND UNDERSTAND THE CIRCUMSTANCES REGARDING COVID-19 ARE CHANGING FROM DAY TO DAY AND THAT, ACCORDINGLY, THE CDC AND COMMONWEALTH OF PENNSYLVANIA GUIDELINES ARE REGULARLY MODIFIED AND UPDATED. I ACCEPT FULL RESPONSIBILITY FOR FAMILIARIZING MYSELF WITH THE MOST RECENT UPDATES AND RECOMMENDATIONS.

I agree to fully assume for myself all risks involved in my participation in the Program, including the risk of physical injury during and after participating in the Program. and absolutely, conclusively, completely and voluntarily release and hold harmless Company and its members, managers, directors, officers, employees, agents and representatives from any and all claims, causes of action, injuries, damages or losses of any kind that may be caused in whole or in part by, arise from, or relate to my participation in the Program, INCLUDING, WITHOUT ANY LIMITATION, ILLNESS OR DEATH RELATING TO OR ARISING FROM COVID-19.

If I require emergency medical treatment as a result of an accident or illness arising during the Program, I consent to such treatment and admission to a hospital or emergency care center if reasonably necessary for the provision of such treatment. I acknowledge and agree that neither Company nor the facilities where the Program will be conducted provide emergency medical treatment or have medical personnel on staff or available to assist in the event of a medical emergency. I further acknowledge and agree that neither Company nor the facilities where the Program will be conducted maintain health and accident insurance for Program participants and I agree to be financially responsible for any medical costs associated in any way with my participation in the Program or as a result of any emergency medical treatment.

In case of emergency, please contact the person identified below as soon as reasonably practicable under the circumstances.

I consent to the use of images of me in connection with Program promotions and other media and social media communications. I consent to Company employees and representatives communicating with me directly through electronic means, including e-mails, text messages, and social

media concerning the Program and my participation in the Program and performance outside of the Program.

(continued on following page)

I am signing this Release with an understanding of its contents and with the intention to be legally bound by it.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

**EMERGENCY CONTACT INFORMATION:**

Name: \_\_\_\_\_

Phone (1): \_\_\_\_\_

Phone (2): \_\_\_\_\_

Mobile Phone: \_\_\_\_\_