

## GYMIFY'S LIABILITY RELEASE DOCUMENT

You, the member or guest of a member or trainer of a member ("User") of the GymifyMe Inc. gym ("Gymify"), desire to access the premises and enjoy the use and benefit of the facilities of Gymify (collectively, the "Facility"). Your access and use of the Facility is subject to the following terms and conditions:

RELEASE AND WAIVER OF LIABILITY. USE OF THE FACILITY IS ENTIRELY AT USER'S SOLE RISK.

User recognizes that there are hazards and risks connected with physical fitness training. These risks include, but are not limited to, abnormal blood pressure, fainting, heart disorders and heart attack, dehydration, heat exhaustion, sprains, muscle strain, blisters, stress fracture, shin splints, tendonitis, cartilage tears, bursitis, back pain and bruising of joints. Exercise beyond one's physical limits and/or accidents involving exercise equipment may result in serious injury or even death.

User is encouraged to consult with a medical professional prior to engaging in any physical fitness training program to ensure User's good health and that use of the Facility shall not be harmful to User's health. User, on behalf of him/herself and his/her personal representatives, heirs, estate trustees or assigns, agrees to:

1) release, defend, indemnify, discharge and hold harmless Gymify and its owners, officers, agents, employees and/or affiliates (the "Releasees") from any and all claims or causes of action, known or unknown, which User may have arising out of or in any way connected to User's use of the Facility, including without limitation, those arising out of the negligence of our staff, agents or representatives, and including, without limitation, claims or causes of action related to User's illness, injury or death and

2) indemnify and hold harmless the Releasees from any and all claims or causes of action, known or unknown, brought against any of the Releasees by any party arising out of User's actions, including, without limitation, User's negligence, while at the Facility. Gymify is not responsible for any damage, loss or theft of User's property while at the Facility or otherwise. This section shall survive the termination of this Agreement to the maximum term and extent allowable by law.

I certify that I have read the foregoing Liability Release, and by signing this document, I acknowledge that I understand and agree to be bound by all of the terms of the this Liability Release.

Minor's Name: \_\_\_\_\_ Guardian's Name: \_\_\_\_\_

Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

PLEASE SUBMIT THE MINOR'S ID WITH THIS DOCUMENT