

## **Fitstyle by Shana Fitness Programs**

### **Liability Waiver**

I am aware that exercise can be physically stressful and in certain instances can even be harmful and result in death. I understand that I should consult with my personal physician before I begin or continue any exercise program offered by Shana N. Schneider including, but not limited to the Fitstyle Walking Tours and other fitness programs. In consideration of the availability of exercise and other fitness programs, and activities run by ZoeFit, LLC dba Fitstyle by Shana ("FITSTYLE") and the instructors, I agree as follows:

1. I understand the risk and danger to me and my property associated with my participation, and I do so voluntarily in reliance upon my own judgment and ability. I assume the risk of personal injury, death, and property damage or loss from any cause whatsoever, including, but not limited to failure of anyone to enforce rules any regulations or facilities, and negligence of other students, staff, or the instructors of the program.
2. I shall indemnify, defend and save harmless Shana N. Schneider, FITSTYLE, and such other instructors or assistants, or any officers, servants, agents, subcontractors or employees from all liability, loss, costs, damages, claims, or causes of actions of any kind or nature whatsoever, and expenses, including attorney fees arising or claimed to have risen out of personal injuries or death, or property damage or loss, sustained by me as a result of negligence on the part of Shana N. Schneider, FITSTYLE, and such other instructors or assistants, or any officers, servants, agents, subcontractors or employees or by others as a result of my own negligence or intentional acts, during my participation in these activities.
3. I acknowledge receipt of notification hereby about potential risks, including risks of property damage or loss, personal injury, and death, associated with the participation in such activities provided by FITSTYLE. I understand that I am responsible for my safety during the applicable exercise programs.
4. I certify that I am at least eighteen (18) years of age, medically sound, and physically fit to participate in the activities. I further certify that no oral promise, agreement, warranty or representation concerning safety or liability of the area, equipment, Shana N. Schneider, and such other instructors or assistants has been made to me.
5. I also acknowledge that I should discontinue exercise at any time during an activity if I feel uncomfortable, ill, short of breath, or that I may be suffering negative health effects. I certify that I have read the foregoing information and understand it and any questions, which may have occurred to me, have been answered to my satisfaction.

**I HAVE READ AND UNDERSTAND THIS DOCUMENT, AND AGREE THAT IT WILL LEGALLY BIND ME MY HEIRS, AND MY ESTATE.**