

The Wellness Refinery, LLC

Liability Waiver

Photography/Video Release: Participants involved in any activities offered by The Wellness Refinery, LLC may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on The Wellness Refinery, LLC's website, social media publication or in any editorial, promotional or advertising material produced and/or published by The Wellness Refinery, LLC.

Liability Waiver and Release: In consideration for the right to train and exercise with The Wellness Refinery, LLC, I agree to the following terms:

I recognize that because the physical exercise can be strenuous and subject to risk or serious injury, or death, I have been urged to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. I agree that by participating in the physical exercise or training activities, that I am doing so at entirely my own risk, financial and otherwise. I represent that I have no medical condition that would undermine my safety in engaging in highly strenuous physical activity.

I recognize that any recommendation for changes in diet, including the use of supplements or enhancement products are entirely my responsibility and that it is my responsibility to consult a physician prior to undergoing any dietary or nutritional supplement changes.

I agree that I am using these facilities and premises at my own risk and I voluntarily assume all risks of injury, illness or death, financial and otherwise. I further acknowledge that the trainers hosting activities at The Wellness Refinery,, LLC are independent contractors of The Wellness Refinery,, LLC and are not under the direct programming authority of The Wellness Refinery and further that no systematic programming, curriculum or safety guidelines are provided directly by The Wellness Refinery, LLC.

I recognize that The Wellness Refinery,, LLC is not responsible for the safety or supervision of any accompanying minor.

I recognize that The Wellness Refinery,, LLC is not responsible for any loss of personal property.

I acknowledge that I have carefully read this waiver and understand that it is designed to be as comprehensive of a release of liability as is allowed by Indiana law. I expressly agree to release and discharge any agent of The Wellness Refinery,, LLC from any and all claims, causes of action relating to my physical activities or mental or emotional distress in association with The Wellness Refinery, LLC.

To the extent that Indiana law does not prohibit releases from negligence or omissions, this release is also designed to cover any negligence or omissions on behalf of The Wellness Refinery, LLC. I recognize that there are inherent risks in engaging in high-intensity physical exercises and I acknowledge that there is danger in engaging in physical activity that utilizes equipment and physical exercises. No matter the degree of encouragement to engage in physical exercises, I recognize that it is my responsibility to recognize the degree of physical activity that is safe and healthy for my body and that no one can perfectly determine the amount of weights or levels of activity that my body can maximally withstand.

To the greatest extent possible, I waive any claim of negligence against The Wellness Refinery, LLC or its agents, including any claims concerning equipment or facility malfunctions, including, but not limited to: slipping and falling, the sudden shifting of weights, and the actions of other patrons of The Wellness Refinery, LLC.

If any portion of this Waiver and Release is deemed by a court to be invalid, then the remainder of this Waiver and Release shall remain in full force and effect and the offending provision(s) shall be severed from this document. Jurisdiction arising from any claim related to my activity at The Wellness Refinery,, LLC shall be in a proper court venue in Grant County, Indiana.

I understand that all fees and monies paid to The Wellness Refinery, LLC are non-refundable.

I understand that the content of this document cannot be modified orally, but must be in writing.

I agree that this document shall be binding on me, my successors, representatives, heirs, executors and assigns.

I have had plenty of time to review the terms of this document and ask questions as to the contents of this document. In addition, I recognize that it is my right to have this document reviewed by legal counsel and I acknowledge that I understand the contents and implications of this document.

The Wellness Refinery, LLC
MINOR HEALTH & FITNESS LIABILITY WAIVER

I, _____ (parent/legal guardian) consent to the following
for _____ (minor child):

My child is voluntarily participating in an yoga class, exercise class, cardio-training, strength-training or personal training program at the Wellness Refinery, LLC. I recognize that the programs/classes require physical exertion that may be strenuous at times and may cause physical injury and I am fully aware of the risks and hazards involved.

I understand that it is my responsibility to consult with a physician prior to and regarding my child's participation in the above programs/classes or use of equipment. I represent and warrant that my child has no medical condition that would prevent his/her participation in the programs/classes.

I agree to assume full responsibility for any risks, injuries or damage known or unknown which my child may incur as a result of participating in the programs, classes or use of equipment. Such injuries may include, but are not limited to, heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat prostration, injuries to knees, injuries to back, injuries to foot, or any other illness or soreness, including death.

I knowingly and voluntarily and expressly waive any claim I may have against the Wellness Refinery, LLC or any instructor, employee, officers, owners, personal trainer or volunteer of the Wellness Refinery for injury or damages that my child may sustain as a result of participating in the programs/classes or by use of equipment.

I, my heirs or representatives forever release, waive, discharge and covenant not to sue the Wellness Refinery and its employees, instructors, officers, owners and sub-contractors for any injury or death caused by their negligence or other acts. I understand that misuse of equipment may result in injury.

I understand the minor participation policies set by the Wellness Refinery, LLC. I understand that failure to follow these policies or misuse of equipment is a direct violation of the agreement and may result in revocation of my child's participation at the Wellness Refinery.

I consent to allow the Wellness Refinery to collect my child's photograph, for identifying him/her as a participant. The Wellness Refinery periodically takes pictures or videos of the Wellness Refinery members and persons participating in programs/classes to use for promotional purposes and programming materials including social media and the Wellness Refinery's website.

I have read the above waiver and release of liability and fully understand its contents. I voluntarily agree to the terms and conditions.

Parent/caregiver signature _____ **Date:** _____