



I _____, through the purpose of training sessions, have agreed to voluntarily participate in an exercise program, including but not limited to high intensity interval training, strength training, weight training, planking, yoga, Pilates, concentration on the cardio vascular system, flexibility development, assisted stretching, balance, coordination, muscle toning and endurance, and aerobic exercise, under the guidance of Penelope Enterprises LLC/FitMamas. I hereby stipulate and agree that I am physically and mentally sound and currently have no physical conditions that would be aggravated by my involvement in an exercise program. I have provided verification from a licensed physician that I am able to undertake a general fitness training program.

I understand and am aware that physical fitness activities including the use of equipment, are potentially hazardous activities. I am aware that this exercise program is designed to stress the heart, lungs, cardiovascular and circulatory systems in an attempt to improve muscular strength and cardiovascular fitness. I am aware that participating in these types of activities, even when completed properly, can be dangerous. I agree to follow the verbal instructions issued by the trainer. I am aware that potential risks associated with these types of activities, include but are not limited to: death, fainting, disorders in heartbeat, serious neck and spinal injuries, that may result in complete or partial paralysis or brain damage, serious injuries to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal system, and serious injury or impairment to other aspects of the body, general health and wellbeing.

I understand that I am responsible for my own medical insurance and will maintain that insurance throughout my entire period of participation with Penelope Enterprises LLC/FitMamas. I will assume any and all expenses incurred that go beyond my health coverage. I will notify Penelope Enterprises LLC/FitMamas of any significant injury that requires medical attention (such as emergency care, hospitalization, etc.).

Penelope Enterprises LLC/FitMamas or I will provide the equipment to be used in connection with workouts, including but not limited to an exercise ball, hand held weights, leg weights, resistance tubes and bands, kick balls, basketballs and other sport related balls, medicine balls, yoga toning balls, yoga straps and blocks and similar items. I represent and warrant any and all equipment I provide for training sessions is for personal use only. Penelope Enterprises LLC/FitMamas has not inspected my equipment and has no knowledge of its condition. I understand that I take sole responsibility for my equipment. I acknowledge that although Penelope Enterprises LLC/FitMamas takes precautions to maintain the equipment, any equipment may malfunction and or cause potential injuries. I take sole responsibility to inspect any and all of my or Penelope Enterprises LLC/FitMamas equipment prior to use.

Although Penelope Enterprises LLC/FitMamas will take precautions to ensure my safety, I expressly assume and accept sole responsibility for my safety and for any or all injuries that may occur including death. In consideration of the acceptance of this entry, I, for myself, my spouse, my heirs, my executors, administrators, and assigns and personal representatives waive and release any and all claims against Penelope Enterprises LLC/FitMamas and any of their staff, officers, volunteers, sponsors, agents, representatives, successors, or assigns and agree to hold them harmless from any claims or losses, including but not limited to claims for negligence for any injuries or expenses that I may incur while exercising or while travelling to and from training sessions. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with Penelope Enterprises LLC/FitMamas.

I acknowledge that I have discussed with my physician the appropriateness of this fitness program in connection with any illness or condition that I now have or have previously had and that I knowingly execute this agreement freely and voluntarily, and intend by my signature to be a complete and utterly unconditional release of all liability to the greatest extent of the law. I have read this agreement, fully understand its terms, and I understand that I am giving up substantial rights including my right to sue. This agreement is intended to be as broad and inclusive AS PERMITTED BY LAW. If any portion of this agreement is held invalid, the remaining portions will continue to be held in full force of the law.

I represent that I am signing this agreement freely and willfully and not under fraud or duress.

HAVING READ THE ABOVE TERMS AND INTENDING TO BE LEGALLY BOUND HEREBY AND UNDERSTANDING THIS DOCUMENT TO BE A COMPLETE WAIVER AND DISCLAIMER IN FAVOR OF Penelope Enterprises LLC/FitMamas, I HEREBY AFIX MY SIGNATURE HERETO.

Name (Print)

Signature

Date

Street Address

City/State/Zip Code

Parent/Guardian (if applicable)

Date

Owner/Trainer (Print)

Signature

Date