

## Release and Waiver of Liability

**01** I am participating in fitness activities such as running, strength training, personal training programs, workshops and/or other wellness activities (collectively, the “Activities”) offered by Lumvie LLC and/or its owners, managers, teachers, workshop presenters, employees and independent contractors.

**02** I recognize that I must be in adequate physical and mental health to participate in the Activities. I understand that the Activities may require intense physical exertion, and I represent and warrant that I am physically fit enough to participate and I have no medical condition which would prevent my full participation in the Activities. I recognize that the Activities may cause or aggravate a physical injury or medical condition. I understand that it is my responsibility to consult with a physician before my participation in the Activities. If I have done so, I have taken the physician’s advice. I understand that Lumvie LLC reserves the right to refuse my participation in any Activity on medical, fitness or any other grounds.

**03** I am aware that my participation in the Activities could result in high blood pressure, fainting, heartbeat disorders, physical injury, heart attack or stroke and may aggravate pre-existing injuries. I understand that I could experience muscle, back, neck and other injuries as a result of my participation in the Activities. I understand my physical limitations and I am sufficiently self aware to stop or modify my participation in any Activity before I become injured or aggravate a pre-existing injury.

**04** In consideration of being permitted to participate in the Activities, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the Activities at Lumvie LLC, including those which may result from the negligence of Lumvie LLC.

**05** In further consideration of being permitted to participate in the Activities, I knowingly, voluntarily and expressly waive any “Claim” (as defined below) I may have against Lumvie LLC, its owners, managers, teachers, instructors, workshop presenters, employees, independent contractors and staff (each, a “Released Party”) that I may sustain as a result of participating in the Activities at Lumvie LLC even if the Claim arises from the negligence of any Released Party or anyone else. I agree to indemnify and hold harmless each Released Party from any loss, cost, or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence of any Released Party or anyone else. “Claim” includes but is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering and distress, or death that I may suffer, my spouse, children or unborn child may suffer (including any legal fees or expenses) in connection with participation in any Activity.

**06** I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of a Released Party.

**07** I hereby understand that Lumvie LLC from time to time may photograph, video, or otherwise record classes or events occurring at its location and place such photographs and videos on its Website. I hereby consent to the use of my image that may appear in any such photograph or video.

**08** This agreement shall be construed in accordance with, and governed by, the laws of the State of California and that all actions, suits, claims and proceedings relating to this agreement shall be brought in a court of competent jurisdiction located in California. In case any provision of this agreement shall be held invalid, illegal or unenforceable, it shall not affect any other provision of this agreement and this agreement shall be construed as if such provision had never been contained herein.

I acknowledge that I have carefully read this agreement and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by consenting to this agreement, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators and assigns may have against any Released Party.

**Revised: November 14, 2020**