



FITFUEL WAIVER AND RELEASE

I, (“Participant”), in consideration for my use of the facility and presence on the premises, and subject to the conditions below, hereby release and absolve FitFuel Nutrition, LLC (“Company”) from any and all liabilities for any accident or injury sustained by me resulting thereof:

- 1) I understand and acknowledge that any wellness program, including but not limited to nutrition coaching, group fitness, personal training, circuit weight training, free weight training, aerobic endurance training, physical therapy, and whole body cryotherapy voluntarily engaged in by me with Company equipment, facilities and supervisory personnel, represents a potential danger due to accident, muscle stress, injury, or other cause common to such physical activity.
- 2) I hereby voluntarily assume the risk of injury resulting from the danger that is present due to my presence on the premises, and the use of the facilities of the Company.
- 3) I acknowledge and agree that I am solely responsible for obtaining any physician or other medical approval that I may need for any wellness service provided by Company.
- 4) I hereby release Company from any liability, whether resulting from the fault of the Company or not, due to such voluntary physical exercise, nutrition, or therapy program.
- 5) I understand that FitFuel Nutrition Specialists do not dispense medical advice nor prescribe treatment. Rather, FitFuel Nutrition Specialists provide education to enhance knowledge of health as it relates to foods, dietary supplements, and behaviors associated with eating. I understand nutrition counseling is not a substitute for the diagnosis, treatment, or care of disease by a medical provider.
- 6) I hereby waive any right I may have against the Company, its officers, directors, agents, employees, representatives, or successors in interest for any liability, damages, actions or causes of action, costs and attorney fees that may be incurred as a result of my voluntary use of the Company’s facilities and presence on the premises. This Waiver and Release shall be binding upon my heirs, executors, administrators, representatives and assignees.
- 7) I further acknowledge and agree that the Company does not manufacture or produce fitness equipment used by me in this facility, but purchases and/or leases fitness equipment, and therefore the Company is not liable for defective fitness products.
- 8) In addition to the terms and conditions set forth in this Waiver and Release, my use of the facilities and presence on the premises shall be subject to any membership agreement, or other use agreement, presented to me by the Company. I understand that payment is required at the time of service. I understand that payment is required at the time of service and that package sessions are non-refundable. I understand that I must give 24 hour advanced notice of cancellation, less than 24 hours and a no-show will result in a charge to the package session.

9) I understand that guest passes are \$10/day, and the Company requires a signed waiver for any guest. I understand that it is against Company policy to bring a guest after hours unless staff has been notified prior. Failure to comply will result in termination of membership without reimbursement.

10) There is a \$20 replacement fee for lost key fobs. I understand and agree that I am responsible for payment of a lost key fob.

DO NOT PARTICIPATE IN WHOLE BODY CRYOTHERAPY IF YOU HAVE ANY OF THE FOLLOWING

Untreated Hypertension; Heart Attack in the last 6 months; Decompensating diseases (edema) of the Cardiovascular & Respiratory System (COPD); Congestive Heart Failure; Unstable Angina Pectoris; Pacemaker; Peripheral Arterial Occlusive Disease;
Deep Vein Thrombosis (DVT) or known Circulatory Dysfunction; Severe Anemia; Cold Allergenic Phenomenon (known allergy to cold contactants);
Bacterial and Viral Infections of the Skin; Wound healing disorders (open sores or discharging wound/skin conditions); Polyneuropathies; Raynaud's Disease; Pregnancy; Vasculitis; Chilblains; Cold Urticarial (Cold allergy); Diabetes

You may have other conditions that make our services inappropriate. Consult with your doctor or medical advisor if you have questions as to whether whole body cryotherapy is right for you.

“Participant”

_____ (Signature) _____ (Date)

_____ (Printed)

_____ (Email Address)

FitFuel Nutrition, LLC

By: _____

_____ (Date)