



Fitness 101
7107 FM 2920 Rd. Ste. 400B
Spring, TX 77379

RELEASE OF LIABILITY – ASSUMPTION OF RISK

The use of the facilities of Millhouse Holdings, Inc., d/b/a Fitness 101, (hereinafter referred to as “the Company”) and your participating in the Personal Training Program naturally involves the risk of injury to you or your guest, whether you or someone else cause it. As such, you voluntarily accept this risk and agree that the Company will not be liable for any injury, including, without limitation, personal, bodily or mental injury, economic loss or any damage to you, your spouse, guests, unborn child, or relatives resulting from the negligence or other acts of the Company or anyone on the Company’s behalf or anyone else using the Facilities.

Further you understand and acknowledge that the Company does not manufacture any of the fitness or other equipment at this Facility, by purchase and/or leases equipment from third parties. As such, you understand and acknowledge that the Company is providing recreational services and may not be held liable for effective products. If there is any claim by anyone based on an injury, loss or damage described here, which involves you or your guests, you agree to:

1) defend the Company against such claims and pay the Company for all expenses relating to the claim; and

2) indemnify the Company for all liabilities to you, your spouse, guests, relatives, or anyone else, resulting from such claims.

This agreement is not effective until you and an authorized Company representative sign and date it. By signing below, you agree to all the terms stated herein.

Client’s Signature or Cosigner (if required)

Date

Fitness 101 Representative Signature

Date