



INFORMED CONSENT & WAIVER OF LIABILITY

I. Waiver of Negligence:

In consideration of the undersigned Participant being allowed to participate in the activities and programs of FitTogether LLC, a New Mexico limited liability company [LLC] (Lara Locatello, Managing Member) that include but are not limited to warm-up exercises, use of gymnasium equipment, use of gymnasium facility, personal training instruction and supervision inside and outside the Liberty Gym facility, the undersigned Participantt does hereby waive, release, and forever discharge FitTogether LLC and Lara Locatello and her heirs and LLC's Managing Member, managers, unit holders, directors, officers, employees, independent contractors, volunteers, sponsors, administrators, agents, representatives, insurance carrier, equipment suppliers, attorneys and accountants, and all other affiliates of said persons or entities, from and against any and all claims, suits, damages, demands, or actions, including those caused by passive or active ordinary negligence by any of those mentioned, or others acting on their behalf, arising from or connected with the undersigned Participant's participation in any services, activities, or exercise programs of FitTogether LLC and/or Lara Locatello or from the use of any of its or her facilities or equipment during this and any subsequent participation by Participant. This waiver, release and discharge are made herein on the behalf of the Participant's signer, the Participant's spouse, heirs, administrators and assigns.

II. Indemnification Covenants:

The undersigned Participant hereby further agrees to indemnify and hold harmless Lara Locatello and LLC from and against any and all claims made by the Participant, the Participant's parent(s) or others arising out of any alleged injury to the Participant, and claims of any co-Participants, rescuers and others arising from the conduct of the Participant during participation in the events and activities referred to above. The Participant further agrees to reimburse LLC and/or Lara Locatello in full for any legal costs, attorney fees, court costs, expert witness fees and investigative costs incurred by LLC and/or Lara Locatello in connection with the defense of any claim made against them by Participant or any person or entity connected to Participant, including, but not limited to Participant's heirs or estate.

III. Additional Legal Considerations:

If any part of this Agreement is deemed to be void as against public policy, or otherwise, this will have no effect on the remaining covenants contained in this Agreement.

The Participant further agrees and covenants not to sue LLC and/or Lara Locatello, in the event of alleged injury or loss incurred or purported to have been incurred by Participant and/or any co-Participant, and Participant further agrees to submit any alleged claims to binding arbitration and not to a court of law.

The Participant also affirms and stipulates that this Agreement supersedes any and all previous oral or written promises or agreements made by the parties and is legally binding upon Participant and Participant's heirs and assigns and estate.

IV. Health and Safety Representation and Warranty of Participant:

The undersigned Participant does hereby declare myself to be physically and mentally sound and suffering from no serious illness, impairment, disease, disability, or other physical and/or mental condition, such as asthma, diabetes, epilepsy, stroke, cancer, or heart

Fit Together LLC

problems, that would prevent or limit my participation in an exercise program and/or the use of reasonable and current exercise equipment. I acknowledge that I have had a physical examination and been given my physician's permission to participate in exercise, and/or that I have decided to participate in physical activity and use of exercise equipment without the recommended pre-approval of my physician and do hereby assume all risks and responsibility for my participation as a result of my election not to consult with my physician about my participation in the proposed exercise program. I further acknowledge that if I encounter any discomfort or pain during or after my exercise program, that I will immediately report to urgent care, an emergency room and/or hospital and my physician as to such symptoms.

The Participant hereby grants full consent and permission for first aid, CPR and AEDs, authorizes emergency transport, authorizes LLC and Lara Locatello's sharing medical information with medical personnel and Participant hereby assumes all costs and expenses so incurred.

The Participant further agrees to wear required safety equipment, agrees to follow recommended safety rules of the exercise activity, trainers, management of the LLC and agrees to inform Lara Locatello and management of the LLC of any conduct or any condition that might endanger Participant, or others.

V. Assumption of Risk of Exercise Program and Exercise:

The Participant understands and acknowledges that fitness activities such as weightlifting, cardio activities, flexibility, and aerobic exercise including the use of gymnasium equipment are potentially vigorous, require an injury and illness-free basic fitness level, include unpleasant aspects such as sweating and exertion and breathing, and are potentially hazardous and involve a risk of injury such as muscle strains, fainting and potentially, even death. Consequences of these risks include but are not limited to scrapes, bruises, broken bones, concussions, paralysis and/or potentially death.

The undersigned Participant has elected to voluntarily participate in these activities and to use gymnasium equipment and facilities. The Participant acknowledges knowing the inherent risks of these activities and understands and accepts those risks, appreciates those risks and expressly agrees to assume and accept any and all of these risks and any consequent injury arising out of these risks.

VI. Conclusion:

The Participant has read and understands this Agreement (2 pages). The Participant understands is relinquishing substantial legal rights, including the right of financial recovery for alleged damages or injury, whether the injury results from the inherent risks of the activity or from the ordinary negligence of the LLC or Lara Locatello. The undersigned Participant is voluntarily participating in these activities, and voluntarily signing this Agreement with the full intent of completely releasing the LLC and Lara Locatello of and from any and all liability for injury or loss due to the inherent risks of the activity or due to the ordinary negligence of the LLC and Lara Locatello.

Participant Signature _____

Participant Printed name _____

Date ____/____/____

Local Emergency Name and Phone Number _____