

# Centsible Fitness & Wellness, LLC

## Waiver of Liability for App Based Fitness Program

**IN CONSIDERATION OF** the risk of injury that exists while participating in ONLINE FITNESS TRAINING (herein after the “TrueCoach app”); and

**IN CONSIDERATION OF** my desire to participate in said TrueCoach app and being given the right to participate in same;

**I HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (herein collectively, “Releasor”, “I”, or “me”, which terms shall also include Releasor’s parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims, or causes of any kind arising out of my participation in using the TrueCoach app; and

**I HEREBY** release and forever discharge CENTSIBLE FITNESS & WELLNESS, LLC, located at 1028 Wedgewood Lane, West Chester, PA, 19382, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively “Releasees”), from any physical or psychological injury that I may suffer as a direct or indirect result of my participation in the aforementioned TrueCoach app.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED TRUECOACH APP AND I AM PARTICIPATING IN THE TRUECOACH APP ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THE TRUECOACH APP, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE LOCATION, OR FROM CONDITIONS AT THE LOCATION. NONETHELESS, I ASSUME ALL RELATED RISKS BOTH KNOWN AND UNKNOWN TO ME, OF MY VOLUNTARY PARTICIPATION WITH THE TRUECOACH APP. I CERTIFY THAT I AM FAMILIAR WITH AND HAVE APPROVED THE EXERCISES, WEIGHT, SETS, AND REPS. I WILL FOLLOW THE APP PROGRAM EXACTLY AS WRITTEN. ANY DEVIATIONS I TAKE (INCLUDING, BUT NOT LIMITED TO: AMOUNT OF WEIGHT, EXERCISE SUBSTITUTIONS, EXERCISES UNFAMILIAR TO ME, OR ANYTHING NOT PROGRAMMED) I DO AT MY OWN RISK AND WILL NOT HOLD CENTSIBLE FITNESS & WELLNESS, LLC RESPONSIBLE FOR ANY INJURY OR PROPERTY LOSS ASSOCIATED WITH SAID DEVIATIONS**

I **FURTHER AGREE** to indemnify, defend, and hold harmless the “Releasees” against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs.

I **FURTHER ACKNOWLEDGE** that “Releasees” are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of “Releasees”. I agree to assume all costs involved and agree to be financially responsible for any costs incurred due to injuries and losses. I further confirm that I carry my own health insurance.

I **FURTHER ACKNOWLEDGE** that using the **TrueCoach app** may involve a test of my physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the **TrueCoach app** unless I am medically able and properly trained, and I agree to abide by the decision of the **Centsible Fitness & Wellness, LLC** official or agent, regarding my approval to participate in the **TrueCoach app**.

I **HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE “CENTSIBLE FITNESS & WELLNESS, LLC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY TO GIVE UP OR WAIVE ANY CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST CENTSIBLE FITNESS & WELLNESS, LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statute or state law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Centsible Fitness & Wellness, LLC, its agents and employees.

I agree that this release shall be governed for all purposes by Pennsylvania law, without regard to any conflict of law principles. This release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or agent's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

**THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE TRUECOACH APP, DURING THE INITIAL AND SUBSEQUENT EVENTS OF PARTICIPATION.**

**THIS AGREEMENT** was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between 2 parties of equal bargaining strength. Both participant \_\_\_\_\_ (name) and **Centsible Fitness & Wellness, LLC** agree that this agreement is clear and unambiguous to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision previously contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

**I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT, AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.**

PARTICIPANT'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_