

## WAIVER AND RELEASE FORM

Because physical exercise can be strenuous and subject to risk of serious injury, Barbell Logic, Inc. urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use club amenity on the premises or off premises including any sponsored Barbell Logic, Inc. event, you do so **entirely at your own risk**. Any recommendation for changes in diet including the use of food supplements, weight reduction, and/or body building enhancement products are general in nature, entirely your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and use of these facilities and premises **and assume all risks** of injury, illness, or death. We are also not responsible for any loss of your personal property.

This waiver and release of liability includes, without limitation, all damage to personal property and/or all injuries which may occur, regardless of negligence, as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment, (c) our instruction, training, supervision, or dietary recommendations, and (d) your slipping, falling, and/or injuring yourself for any reason while on the premises, including adjacent sidewalks and parking areas at any sponsored Barbell Logic, Inc. event.

You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a **release of liability**. You expressly agree to release and discharge Barbell Logic, Inc., Barbell Logic, Barbell Logic Online Coaching, R Matt Reynolds, Hilton Garden Inn, GP Athletics, and all affiliates, employees, agents, representatives, trainers, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring legal action against Barbell Logic, Inc. for negligence, personal injury or property damage.

This agreement shall be governed by Missouri law. The parties' legal rights and obligations relating to this agreement and the services provided under in this agreement shall be governed by Missouri law. Any suit brought under this agreement or in relation to services provided under this agreement shall be brought in the Missouri 31st District Court in Springfield, Missouri, and both parties irrevocably consent to venue and personal jurisdiction in that court.

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then the remainder of this document will remain in full force.