

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In Consideration of being permitted to join StrollerPower!TM for any purpose, including, but not limited to observation, instruction, direction, use of equipment or participation in any way, the undersigned ... hereby ("Applicant") acknowledges, agrees and represents that he or she has or immediately upon participating in any activity with StrollerPower! will estimate and acknowledge his/her ability to undertake and act upon any and all instruction. It is further warranted that such that the undersigned finds and accepts such instruction as being safe and reasonably suited for the purposes of such observation or use and enjoyment. (Please initial ____)

I understand and am aware that strength, flexibility, and aerobic exercise, including use of exercise equipment, are a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept all risks of injury or death associated with any fitness program of StrollerPower!. I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machinery in a fitness program. I do hereby acknowledge that I have been informed of the need for physician's approval for my participation in a fitness program or in the use of any equipment. (Please initial ____)

In Further Consideration of Being Permitted to join StrollerPower! for Any Purpose Including, but Not Limited to Observation, Instruction, Direction, Use Equipment, or Participation in Any Way, the Undersigned Hereby Agrees to the Following:

The Undersigned Hereby Releases, Waives, Discharges and Covenants Not to Sue StrollerPower!, its owners or operators, or its sponsors/affiliates/franchisees (hereinafter referred to as 'releases') from all liability to the undersigned for any loss or damage, and any claim or demands therefore on account of injury to the person(s), or property or resulting in death of the undersigned and/or any child or children in its custody, whether caused by the negligence of the releases or otherwise, while the undersigned is in, upon, or about the premises or any facilities or equipment, therein. (Please initial ____)

The Undersigned Hereby Agrees to Indemnify and Save and Hold Harmless the releases and each of them from any loss, liability, damage or cost they or any other third party may incur due to the presence of the undersigned in activity or association with StrollerPower! or in any way observing or using any public or private facilities in conjunction with StrollerPower! whether caused by the negligence of the releases or otherwise. (Please initial ____)

Furthermore, the undersigned agrees to permit to use photos or likeness images of undersigned or his/her child(ren) for promotional purposes including but not limited to flyers, website, postcards, etc. (Please initial ____)

The Undersigned Hereby Assumes Full Responsibility for any and all Risk of Bodily Injury, Death or Property Damage due to the accident or negligence of releases or otherwise while in, about or under the guidance or direction of StrollerPower!, its employees, contractors, franchisees, or owners. (Please initial ____)

The Undersigned further expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. (Please initial ____).

The Undersigned Has Read and Voluntarily Signs the Release and Waiver of Liability and Assumption of Risk Agreement, and further agrees that he or she is over the age of 18, no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I have read this release.

Name of Applicant _____

Signature of Applicant _____

Date _____