



CAPITAL FITNESS

CAPITAL FITNESS CLUB LLC WAIVER

Agreement and Release of Liability

In consideration of being allowed to participate in the activities, diet/nutrition and physical training programmes offered by Capital Fitness Club LLC, and to use its activities, diet/nutrition and physical training programmes, in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge and hold harmless Capital Fitness Club LLC and its consultants, officers, agents, and employees from any and all responsibility, liability, cost and expenses, including injuries or damages, resulting from my participation in any activities, or my use of any diet/nutrition or physical training programmes designed by Capital Fitness Club LLC.

I do also hereby release Capital Fitness Club LLC and its consultants, officers, agents and employees from any responsibility or liability for any injury, damage or disorder (physical, psychological, metabolic, or otherwise) to myself, or in any way arising out of or connected with my participation in any activities with Capital Fitness Club LLC.

I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment are potentially hazardous activities. 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 understand that any diet/nutrition recommendations made by Capital Fitness Club LLC and its consultants, officers, agents and employees are to be used as example only and are not prescribed by a registered dietician. These diet/nutrition examples are not meant to treat or manage any health condition.

I hereby agree to expressly assume and accept any and all risks of injury or death related to said fitness, diet and nutrition activities. In addition, I certify that I am 18 years of age or older.

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would affect nutrient metabolism or prevent in any way my participation in physical exercise, diet/nutrition programmes or use of equipment or machinery except as hereinafter stated. I do hereby acknowledge that Capital Fitness Club LLC has recommended to me that I obtain a physician's approval for my participation in an exercise/fitness activity, diet or

in the use of exercise equipment and machinery. I also acknowledge that Capital Fitness Club LLC has recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, diet/nutrition and use of exercise and training equipment so that I might have his/her recommendations concerning these fitness, diet/nutrition activities and equipment use. I acknowledge that I have either had a physical examination and been given my physician's permission to participate, or that I have decided to participate in activity and use of equipment, machinery, physical fitness and diet/nutrition programmes designed by Capital Fitness Club LLC without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilisation of equipment and machinery in my activities. Capital Fitness Club LLC's diet/nutrition and physical fitness training programmes are not meant to treat or manage any health condition. Always consult with your healthcare provider prior to adjusting your current style of eating or beginning any new diet and/or training plan.

I also agree that the recommendations, examples or programmes provided by Capital Fitness Club LLC are not a guaranteed guide to results of any sort and agree not to hold Capital Fitness Club LLC staff liable for any outcomes or a lack thereof.

I understand that although every effort has been made to support varied software/hardware platforms, any programme, resource or document provided by Capital Fitness Club LLC may not work across all software/hardware platforms. I understand that I am purchasing having known that beforehand and understand that using any other application besides those intended might result in the programmes, resources or documents not working with 100% functionality.

I have read, understand and agree to the above terms and conditions.