

INFORMED CONSENT AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY

In exchange for participation in the activity of exercise and personal training organized by Attain Wellness, LLC, of 759 Central Avenue, Westfield, New Jersey, 07090 and/or use of the property, facilities and services of Attain Wellness, LLC, I,

_____, agree for myself and (if applicable) for the members of my family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Attain Wellness, LLC, or the employees, representatives or agents of Attain Wellness, LLC.

2. PURPOSE AND EXPLANATION OF SERVICE. I understand that the purpose of the exercise program is to develop and maintain cardiorespiratory fitness, body composition, flexibility, muscular strength and endurance. A specific exercise plan will be given to me, based on my needs and abilities. All exercise prescription components will comply with proper exercise program protocols. The programs include, but are not limited to aerobic exercise, flexibility training, and strength training. All programs are designed to place a gradually increasing workload on the body in order to improve overall fitness.

3. RISKS. I understand, and have been informed, that there exists the possibility of adverse changes when engaging in a physical activity program. I have been informed that these changes could include abnormal blood pressure, fainting, disorders of heart rhythm, stroke and very rare instances of heart attack or even death. I have been told that every effort will be made to minimize these occurrences by proper screening and by precautions and observations taken during the exercise session. I understand that there is a risk of injury, heart attack, or even death as a result of my participation in an exercise program, but knowing those risks, it is my desire to partake in the recommended activities.

4. BENEFITS. I understand that participation in an exercise program has many health related benefits. These may include improvements in body composition, range of motion, musculoskeletal strength & endurance, and cardiorespiratory efficiency. Furthermore regular exercise can improve blood pressure and lipid profile, metabolic function, and decreases the risk of cardiovascular disease.

5. PHYSIOLOGICAL EXPERIENCE. I have been informed that during my participation in the exercise program I will be asked to complete physical activities that may elicit physiological responses/symptoms that include but not limited to the following: elevated heart rate, elevated blood pressure, sweating, fatigue, increased respiration, muscle soreness, cramping, nausea.

6. CONFIDENTIALITY AND USE OF INFORMATION. I have been informed that the information obtained in this exercise program will be treated as privileged and confidential and will consequently not be released or revealed to any person without my express written consent. Any other information obtained, however, will be used only by the program staff to evaluate my exercise status as needed.

7. FREEDOM OF CONCENT. I have been given an opportunity to ask questions about the exercise program. I further understand that there are also other remote health risks. Despite the fact that a complete accounting of all these remote risks has not been provided to me, I still desire to proceed with the exercise program. I acknowledge that I have read this document in its entirety or that it has been read to me if I have been unable to read same. I consent to the rendition of all services and procedures as explained herein by all program personnel.

8. ASSUMPTION OF THE RISKS AND RELEASE. I recognize the inherent risks associated with the above described activity including and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Attain Wellness, LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Attain Wellness, LLC, whether caused by the fault of myself, my family, Attain Wellness, LLC or other third parties.

9. INDEMNIFICATION. I agree to indemnify and defend Attain Wellness, LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Attain Wellness, LLC.

10. FEES. I agree to pay for all damages to the facilities of Attain Wellness, LLC caused by any negligent, reckless, or willful actions by me or my family.

11. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under New Jersey law.

12. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Attain Wellness, LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

13. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

14. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

15. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

16. EMERGENCY CONTACT. In case of an emergency, please call:

Name: _____ (Relationship: _____)

Phone Number: _____

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

Signature: _____