



Travel Trim –

ASSUMPTION OF RISK, WAIVER AND INDEMNITY. I, the client, acknowledge that I know, understand and appreciate the inherent risks of participating in aerobic and athletic activities. I know that these risks range from minor injuries such as muscle strains and sprains to significant problems such as knee injuries or broken bones to the rare catastrophic events such as heart attacks, paralysis and death. I hereby assert that I am voluntarily participating in the activities and that I fully assume the inherent risks of such participation.

I certify that (1) I possess a sufficient degree of physical fitness to participate in aerobics and physical activity; (2) I understand that I am to discontinue activity at any time I feel undue discomfort or stress; and (3) I will indicate below any health concerns that might affect my ability to participate in the activities and I will verbally inform the instructor immediately.

In consideration of being permitted to participate in the activities at Travel Trim, I hereby release (on behalf of myself, my family, my heirs and my assigns) Travel Trim, LLC, their respective employees, agents, successors and assigns from liability for any and all claims involving injury, death, or property loss suffered by me or any person entering any Travel Trim location as my guest including those injuries which result from ordinary negligence of the Travel Trim, LLC and their respective employees, agents or sponsors. This includes incidents that occur while participating in the activities, while using Travel Trim facilities, its website, or while engaging in any activities incidental thereto, wherever, whenever, or however the same may occur.

I further agree to hold harmless, defend and indemnify Travel Trim, LLC from any and all claims (including ordinary negligence of Travel Trim, LLC, or their employees or agents) arising directly or indirectly from my participation in the activities. I further agree to pay all costs and attorneys' fees incurred by Travel Trim, LLC in investigating and defending a claim brought by me or on my behalf by my heirs, personal representatives or assigns, or by a third party.

Parent/Guardian: In exchange for Travel Trim allowing my minor child to use any Travel Trim facility or the website, I agree to the Assumption of Risk, Waiver and Indemnity clause in this Agreement. I also agree to defend and indemnify Travel Trim, LLC, or its officers and employees to the fullest extent permitted by law for any claim brought by my minor child against them. I also promise to pay any financial obligation incurred by my minor child for any reason and acknowledge that the banking information provided is my account. I understand that any child of mine under the age of 16 must be accompanied by an adult at all times while in a Travel Trim location

Optional

Customer agrees and acknowledges that various aspects of Travel Trim's business are protected intellectual property belonging exclusively to Travel Trim. This intellectual property shall include, but not



be limited to, the distinctive nine-round workout Travel Trim will demonstrate to Customer, the distinctive appearance, layout, stations, and look and feel of the Travel Trim location. Customer is invited to view and participate in, as well as any copyrights, trademarks, designs, logos, or trade dress related thereto. Customer acknowledges that Travel Trim's business and franchising model depends on the protection and enforcement of Travel Trim's intellectual property throughout the United States and other areas where it may offer and advertise services. As a result, and in further consideration of the services being offered to Customer by Travel Trim and Travel Trim's disclosure and demonstration of intellectual property to Customer, Customer agrees not to copy, duplicate, photograph, record, reproduce, distribute, republish, perform, display, post, transmit, sell, or make into derivative works or substantially similar works or formats, in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, Travel Trim's intellectual property without the express, written permission of Travel Trim.

Signature

First Name: _____

Last Name: _____

Signature