

RELEASE AND ASSUMPTION OF RISK

I, _____, referred to herein as the "Client", have voluntarily enrolled in a personalized coaching program including, but not limited to recommendations for, cardiovascular exercise, weight training, flexibility training, fitness assessments, and wellness coaching offered by Fit Pursuits, Inc., referred to herein as the "Company". Unless otherwise indicated under the "comments" section below, the Client hereby affirms that he/she is in good physical condition and does not suffer from any disability that would prevent or limit his/her participation in this exercise program. The Client also affirms that he/she has been cleared by his/her doctor to fully participate in the exercise and training programs described herein. The Client also hereby represents and warrants to the Company that it shall be his/her sole responsibility, at all times during his/her relationship with the Company to continue to medically monitor, with his/her doctor, his/her physical condition in relation to his/her ability to participate in these exercise programs.

The Client also acknowledges that engaging in wellness coaching is not for counseling and is not intended to serve any therapeutic function. Any information gained through coaching shall not constitute medical or mental health advice.

In consideration of his/her participation in the program developed by the Company, the Client, for himself/herself, his/her heirs and next of kin, his/her personal representatives and his/her estate hereby releases the Company (its employees and owners), from any and all claims, demands, and causes of action, including any and all claims arising out of the Company's negligence, arising from the Client's participation in the exercise program.

The Client fully understands that he/she may injure himself/herself as a result of his/her participation in the program developed by the Company, and the Client hereby releases the Company (its employees and owners) from any and all liability now or in the future including, but not limited to, heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat exhaustion, knee/lower back/foot injuries, death and/or any and all other illness, soreness, or injury, however caused, occurring during or after his/her participation in the program.

In the event that any dispute shall arise between the Company (its owners and employees) and the Client, it is hereby agreed that the dispute shall be settled by binding arbitration in the County of Collin, Texas, using Texas law, and the Rules of Arbitration of the American Arbitration Association. The arbitrator's decision shall be final and binding and judgment may be entered thereon in any court with competent jurisdiction. The Client understands that by agreeing to arbitration, the Client hereby relinquishes the right to file a lawsuit and take a dispute to court.

Comments: _____

I hereby affirm that I have read and fully understand the above information.

X _____
Printed Name of the Client

X _____
Signature

Date

Witness

Date