



Liability Waiver

Informed Consent. I, in consideration of my desire to engage in the various exercise Activities, hereby understand, acknowledge and agree to the following: (i) I am over the age of 18, (ii) I am voluntarily, knowingly and willingly participating in any of the Activities, (iii) I have no physical impairments or illnesses that will endanger myself, the Company or the Company's trainers or other Participants in the Activities, (iv) I have not had any previous illness, disease, or bodily injury that would prevent me from engaging in physical exercise, including vigorous, strenuous athletic training. I understand, acknowledge and agree that the use of any equipment, including, but not limited to equipment commonly referred to as treadmills, step machines, elliptical machines, rowers, weight machines, free weights, barbells, kettlebells, battle ropes, medicine balls, dumbbells, jump boxes and TRX ropes ("Equipment") located at any of the facilities ("Facilities"), or used by me in connection with any Group Exercise or Training, Sessions, and/or my participation in any of the workout activities and/or Training Sessions ("Training Sessions"), and or group exercise sessions ("Group Exercise") including outdoor training activities (collectively referred to as "Workouts") as well as my general use of the Facilities and Equipment (each of the Training Sessions, Group Exercises and general use of the Facilities are collectively referred to as "Activities") involves substantial risk of serious injury, including, but not limited to permanent disability, muscular strains, sprains, bone fractures, delayed onset muscle soreness, abnormal blood pressure, fainting, disturbances of heart rhythm, heart attack, paralysis and/or death, which may be caused by my own actions or inactions, or the actions or inactions of others participating (other "Participants") in the Activities, or the Company and/or the Company's employee, or representative. The risks inherent in the Activities that may result in injury may result from the conditions in which the Activities takes place, or the negligence of the Company, Participants or the Releasees; and that there may be other risks either not known to me or not readily foreseeable at this time or at the time of the Activities. I am, nevertheless, voluntarily using the Facilities and/or engaging in the Activities.

Waiver. In consideration of being allowed to participate in the Activities, and/or use the Facilities, and/or the Equipment, I hereby release Train with Cheryl Fitness Inc., d/b/a Surfside Fitness, (the "Company") as well as any of the Company's direct and indirect subsidiaries and parents, affiliates, members, officers, directors, agents, employees, partners and representatives, volunteers, sponsors, advertisers (collectively the "Releasees" and each a "Releasee"), and each Releasee's heirs, executors, successors or assigns, from and of any and all liability, claims, demands, actions or rights of action, known or unknown, anticipated or unanticipated, related to, or arising out of, or are in any way connected with my use of the Facilities or the Equipment, and/or my participation the Activities, including those allegedly attributed to the negligent acts or omissions of any Releasee.

In the event of serious injury, I hereby allow the Company representative to administer and provide any emergency medical assistance that such Company representative is reasonably equipped, and deems necessary, to prevent further, serious injury.

I hereby grant the Company and the Company's Employee, permission to take pictures and movies of me and use them on the Company's website and other of the Company's promotional and educational materials without compensation to me.

I fully accept and assume all risks associated with my participation in the Activities and/or use of the Facilities, and/or the Equipment, and hereby fully and willingly assume any and all, full and complete responsibility for losses, cost and damages I incur, whether in personal injury, property damage/loss, or wrongful death, as a result of my participation in the Activities. I hereby agree to indemnify defend and hold the Company, its shareholders, directors, agents, officers, subsidiaries, parent entity and affiliates, as well as other Participants in the Activities (each an "Indemnified Party"), harmless from and against any and all damages, losses, settlement payments, obligations, liabilities, claims, actions or causes of action, and reasonable costs and expenses incurred, suffered, sustained or required to be paid by an Indemnified Party by reason of or resulting from any and all actions resulting from my participation in the Activities, or use of the Facilities and Equipment (including reasonable fees and expenses of legal counsel), except to the extent directly resulting from the gross negligence or willful misconduct of such Indemnified Party.

This Agreement, the **Informed Consent** and the **Waiver** (collectively referred to as the "Documents") shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of the Documents is held invalid, the remainder of the Documents shall remain in full force and effect.

I understand that by me signing the Documents and using the Facilities or partaking in any of the Activities, I agree to be bound by the terms of use of the Facilities and the terms of engagement in the Activities, and I agree that I will comply with all rules of the Facilities, posted at the Facilities. The full terms of use, the terms and conditions of partaking in the Activities are available on our website at www.trainwithcheryl.com. I understand that it is my responsibility to keep up-to-date with all of the updated terms of use of the Facilities' as the terms may be updated from time to time.

I understand that by signing this Agreement, the Informed Consent and the Waiver, I agree to be bound by the Documents in my participation in any of the Activities at any of the Facilities' locations. The Complete list of applicable Facilities is available on our website by visiting www.trainwithcheryl.com. I understand that by signing the Documents does not, itself allow me to use the other Facilities' locations, or partake in any of the Activities and I may need to purchase an additional membership to use any of the other Facilities' locations or partake in the Activities.

The Company may update any of the Documents from time to time and at any time. If the Company updates any of the terms, it will post all such updates on the Company's website. I agree to be bound by the terms of the updated Documents. I understand that if I am granted access to and use any of the other Facilities' locations, or if I purchase and am able to partake in any of the other Activities, I hereby allow the Company to rely on the signatures of the Waiver, the Informed Consent and this Agreement to allow me to partake in the Activities or use any of the other Facilities.

I have read this Agreement, and understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Acknowledged, Agreed and Accepted:

_____ Date: ____/____/_____
Signature

PRINT Name

Phone # (____) _____ - _____ **E-mail Address:** _____

Date of Birth: ____/____/_____
Zip Code: _____

Emergency Contact

Name: _____ Phone #: _____

****IF UNDER 18:***

_____ Date: ____/____/_____
Parent/Guardian Signature

PRINT Parent/Guardian Name