



In consideration of being allowed to participate in the fitness activities, nutritional programs, class or physical fitness program (the "Fitness Program") provided by Inspired Method Inc, a California corporation, I acknowledge and agree that the Fitness Program involves risk of injury, I willingly assume full responsibility for any and all risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in the Fitness Program. I also acknowledge and agree that Inspired Method Inc takes no responsibility for the condition of the premises (Palisades Park), which is maintained by the City of Santa Monica. Any claims related to the improper maintenance of the premises shall be directed to the City of Santa Monica.

I recognize and understand that the Fitness Program is not without varying degrees of risk which may include, but are not limited to the following: Injury to the musculoskeletal and/or cardio respiratory systems which can result in serious injury or death, injury or death due to negligence on the part of myself or the people around me, injury or death due to a medical condition, whether known or unknown to me, abnormal blood pressure, rhabdomyolysis and fainting.

I, the Releasor, have sought and received a medical examination that determined it was safe to participate in a program that involves extreme physical exertion and will obtain such a medical examination each year before participating in the Fitness Program. I shall promptly notify Inspired Method Inc in writing of any changes in my health that may call into question the appropriateness of my continuing to participate in the Fitness Program. I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in the Fitness Program designed by Inspired Method Inc.

By signing this document, I acknowledge that I have voluntarily chosen to participate in a Fitness Program that may be extremely strenuous and may push me to the limits of my physical ability. I assume all risk for my health and well-being. I release and hold harmless Inspired Method Inc and its directors, officers, owners, employees, and authorized agents including independent contractors (the "Inspired Method Inc Affiliates"), from all liability to me, the Releasor, for any loss, injury or damage. I waive any claim or demands based on, or on account of, any physical (including death) or mental injury, property damage (including theft), sustained by me whether caused by the active or passive negligence of Inspired Method Inc or IMF Affiliates. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrator and assigns, in event of my death.

In further clarification of my above release, I accept financial responsibility for any injury that I may cause either to myself or to any other participant, including but not limited to ambulance and paramedic assistance costs. Should Inspired Method Inc or any IMF affiliates, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Inspired Method Inc, and IMF Affiliates from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Inspired Method Inc.

I recognize and understand that, in the event of a medical emergency, an Inspired Method Inc Affiliate may, in good faith, and not for compensation, render emergency medical or nonmedical care or assistance. However, I recognize and understand, that Inspired Method Inc Affiliates are under no obligation to render medical or nonmedical care or assistance and Inspired Method Inc affiliates shall not be liable for any injuries I suffer or for my death resulting from any act or omission to act other than an act or omission constituting gross negligence or willful or wanton misconduct.

I am of lawful age to enter into binding contracts (18 years or older) and am otherwise legally competent to sign this agreement.

I have carefully read this agreement and fully understand its contents. I am aware that this is an assumption of risk and a release and waiver of liability and that by signing it, which I do so knowingly, voluntarily, and of my own free will, I am obligated to indemnify Inspired Method Inc and IMF Affiliates for any liability for injury or death of any person and damage to property.

Rules:

1. I understand that questions about exercise procedure and recommendations are encouraged and welcome. If I do not understand instructions, it is my responsibility to request clarification to avoid injury.
2. It is my responsibility to promptly update my Emergency Contact information in writing.
3. Disruptive or other actions that negatively influence the Fitness Program will not be tolerated by Inspired Method Inc.
4. I agree that Inspired Method Inc is in no way responsible for the safekeeping of my personal belongings while I attend class.
5. I understand that Inspired Method Inc offers 2-month programs, at specified times, and that when I sign up for a program at a specific time I am only allowed to attend those classes. I may not transfer into different programs or attend different class times.
6. I understand that Inspired Method Inc does not provide make-up classes. If I miss any classes in my program I am not entitled to a refund or credit of any kind.
7. I understand that I may not assign or transfer my spot/membership without the permission of Inspired Method Inc.
8. I understand that Inspired Method Inc reserves the right to terminate my spot/membership in the program at any time, and for any reason they see fit. I understand that if my spot/membership is terminated 1) I will be notified by email and/or phone, 2) given a full refund for any classes that I have paid for, and 3) may not sign up for any future sessions without the permission of Inspired Method Inc.
9. I understand that Inspired Method Inc does not offer refunds of any kind unless my spot/membership is terminated or unless I attend all classes, am on time and never leave early, and I do not leave the program.
10. I understand that the program dates I have registered for is the session I am enrolled in. I understand I must contact Inspired Method Inc 48 hours before the start of the first class if I realize I need to transfer my paid 2-month program to the following 2-month program and that Inspired Method Inc will make reasonable efforts to accommodate me at a future session. I understand that once a session has started I may not transfer my spot/membership to a future session.
11. This agreement constitutes the entire and exclusive agreement between the parties and cancels and supersedes prior promises, representations, understandings and agreements between the parties.
12. This agreement shall be construed in accordance with the laws of the State of California with jurisdiction and venue deemed proper in Los Angeles County.