

Fitness Waiver and Release of Liability New York, New York 11213 646-644-6342

www.prehabfitness.me

omar@prehabfitness.me

Participant's Information:

| Name: | | Date of Birth: | |
|-------------------------|--------------------------|------------------------|-------------------|
| Address: | | City, State, Zip Code: | |
| Email Address: | | | |
| Emergency Contact Name: | Emergency Contact Phone: | | Emergency Contact |
| | | _ | Relationship: |

In consideration of being allowed to participate in the fitness activities offered by Prehabfitness, I acknowledge and agree to the following:

Assumption of Risk: I understand that the fitness activities provided by Prehabfitness, may involve physical exertion and some risk of personal injury. I acknowledge that these activities may be strenuous and may cause physical harm or injury. I am voluntarily participating in these activities with knowledge of the risks involved, and I assume all risks of injury, illness, or death associated with my participation.

Release of Liability: I hereby release, discharge, and hold harmless Prehabfitness, its owners, employees, trainers, and agents, from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with my participation in fitness activities provided by Prehabfitness, including without limitation, any and all claims for personal injury, property damage, or wrongful death.

Medical Clearance: I represent and warrant that I am physically fit and able to participate in the fitness activities offered by Prehabfitness. I understand that it is my responsibility to consult with a physician or healthcare provider before participating in any fitness program if I have any medical conditions, injuries, or concerns.

Photography and Publicity: I grant permission to Prehabfitness and its agents to photograph and/or videotape me during fitness activities, and I authorize the use of these images for promotional and marketing purposes.

Covenant Not to Sue: I agree not to sue Prehabfitness, its owners, employees, trainers, and agents, for any claims, demands, actions, or rights of action that I may have in connection with my participation in fitness activities, even if such claims arise from the negligence or fault of Prehabfitness.

Severability: If any provision of this waiver is held to be invalid or unenforceable, all other provisions will nevertheless continue in full force and effect.

I have read this waiver and release of liability, fully understand its terms, and sign it freely and voluntarily without any inducement.

| Participant's Signature: | Date: |
|--------------------------|-------|
| Parent or Guardian | Date: |

(if participant is under 18):

Please retain a copy of this waiver for your records.