

**Allison Duxbury and Fitfocused
WAIVER, HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY**

In consideration for the privilege of participating in all and any form of exercise class, personal training, group training or fitness assessment at all locations used by Allison Duxbury and Fitfocused LLC including but not restricted to my home, Lyme consolidated school, Gillette Castle State Park or any State Parks, Public Roads and by-ways, the Fitfocused Gym, the swimming pool or other areas at 17 Ferry Road, Hadlyme, Connecticut, any of the shoreline fitness centers, the home of any other participant in or patron of Allison Duxbury and/or Fitfocused LLC, 1st Old Lyme congregational church, the undersigned hereby agrees that:

1.

I understand that there are inherent risks involved in all and any form of exercise class, personal training or group training, including the risk of serious physical injury including but not limited to: strains, sprains, breaks, heart attacks, heart failure, stroke, angina; heat exhaustion, dehydration, fainting or dizziness, vomiting, disturbed or impaired vision, impaired speech, confusion; back pain, stiffness, joint or muscle pain, chest pain; or death and **I FULLY ASSUME ALL RISKS ASSOCIATED WITH all and any form of exercise class, personal training or group training, EVEN IF DUE TO THE NEGLIGENCE OF ALLISON DUXBURY AND/OR FITFOCUSED LLC AND THEIR AGENTS, SERVANTS OR EMPLOYEES,** for injuries as a result of various floor surfaces; the presence of water or other agents; variations in the conditions, steepness and terrain; the presence of ice, rocks, debris and tree stumps; collisions with objects, trees, rocks; falling trees or items including but not limited to cardiovascular machines; strength training equipment; weights or bands; stacked tables or chairs; the actions of other patrons, employees, volunteers and spectators; equipment failure; lack of safety devices or inadequate safety devices; lack of warnings or inadequate warnings; lack of instructions or inadequate instructions; and the like.

2.

I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ALLISON DUXBURY AND/OR FITFOCUSED LLC AND THEIR AGENTS, SERVANTS OR EMPLOYEES** from any and all claims, suits or demands by anyone arising from my use of any of the exercise and my personal training facilities and equipment described above or otherwise used by ALLISON DUXBURY AND/OR FITFOCUSED LLC INCLUDING CLAIMS OF NEGLIGENCE ON THE PART OF ALLISON DUXBURY AND/OR FITFOCUSED LLC AND THEIR AGENTS, SERVANTS OR EMPLOYEES.

I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, **HEREBY RELEASE, AND AGREE THAT I WILL NOT SUE ALLISON DUXBURY AND/OR FITFOCUSED AND THEIR AGENTS, SERVANTS OR EMPLOYEES** for money damages for personal injury sustained by me while using the exercise and personal training facilities and equipment described above EVEN IF DUE TO THE NEGLIGENCE OF ALLISON DUXBURY AND/OR FITFOCUSED LLC AND THEIR AGENTS, SERVANTS OR EMPLOYEES.

I HAVE READ THIS WAIVER, HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. I HAVE NOT BEEN INDUCED TO SIGN THIS AGREEMENT BY ANY PROMISE OR REPRESENTATION, AND I SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL.

PARTICIPANTS SIGNATURE

PARTICIPANT'S PRINTED NAME

DATE

CONSENT OF PARENT OR GUARDIAN

This is to certify that I, as parent or guardian with legal responsibility for this participant, do hereby consent and agree to his or her release as set forth above, and for myself, my heirs, assigns, successors, executors, administrators, and legal representatives, **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ALLISON DUXBURY AND FITFOCUSED AND THEIR AGENTS, SERVANTS OR EMPLOYEES** from any and all claims, suits or demands by anyone arising from said participant's use of the exercise and personal training facilities and equipment **INCLUDING CLAIMS OF NEGLIGENCE ON THE PART ALLISON DUXBURY AND FITFOCUSED AND THEIR AGENTS, SERVANTS OR EMPLOYEES.**

PARENT'S/GUARDIAN SIGNATURE

PARENT'S/GUARDIANS PRINTED NAME

DATE