

HITTHEHILL.COM (415) 897-9287



CONSENT & RELEASE OF LIABILITY

In consideration for being permitted to participate in the Hit the Hill personal training sessions and/or related fitness activities (individually and collectively, the "Activity") as well as the benefits that I will derive from my participation in the Activity, I hereby represent and agree as follows:

1. REPRESENTATIONS. (a) I am physically fit and able to participate in the Activity; I am in good health, and I am unaware of any medical condition which might make my participation inadvisable. (b) I have no pre-existing physical limitation or condition which may be aggravated or harmed by my participation in the Activity. (c) I acknowledge my responsibility to acquire and maintain, during the period of each Activity, health insurance coverage sufficient to provide for all medical, vision or dental services and/or equipment required to treat any injury related to my participation in the Activity. (d) I hereby represent that I have such insurance coverage in effect as of the date set forth below. I understand that Hit The Hill! carries no dental, medical, vision or other health insurance for any participant and that I am solely responsible for securing my own health insurance coverage. (e) I acknowledge that I have had the opportunity to ask HitThe Hill!'s representatives any questions that I may have about the Activity (including but not limited to the various activities that comprise the Activity) that I believe are necessary in order to decide whether I am able to participate in the Activity and make the above representations. I represent that all such questions have been answered to my complete satisfaction. In connection with the above, I further represent that I have had an opportunity to inspect the equipment to be used in the Activity prior to my participation in it and, based upon my inspection, I have found all equipment to be in good condition and in proper working order.

2. ASSUMPTION OF RISK. I acknowledge that my participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I understand that the specific risks can and do vary from one activity to another and that these risks range from (a) minor injuries such as scratches, bruises, and sprains, to (b) major injuries such as eye injury or loss of sight, joint or back injuries, disfigurement, heart attacks, and concussions to (c) catastrophic injuries including paralysis and death.

3. RELEASE OF LIABILITY. I, on behalf of myself, heirs, assigns, personal representatives and estate hereby release, forever discharge and covenant not to sue Hit The Hill!, their owners, managers, members, officers, employees, partners, sponsors, volunteers, agents, advisors and insurers (the "Released Parties") from any and all liability from all claims, actions, suits or other proceedings resulting in personal injury, including death, accident, illness or property damage, I may suffer or sustain, regardless of fault, arising from or in connection with, my participation in the Activity, the equipment used during the Activity (whether provided by Hit The Hill, a third party or myself) and the building or facilities where the Activity was located.

4. INDEMNIFICATION. I hereby voluntarily release, forever discharge and agree to indemnify, defend and hold harmless the Released Parties from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, brought as a result of my participation in the Activity, the equipment used during the Activity (whether provided by Hit The Hill, a third party or myself) and the building or facilities where the Activity occurred and to reimburse the Released Parties in full for any such expenses incurred.

5. NAME AND LIKENESS. I hereby grant to Hit The Hill, its licensees, successors and assigns, the right to photograph and/or videotape me during my participation in the Activity and further grant Hit The Hill the right to display, reproduce, use and/or otherwise exploit my appearance, image, likeness, name and voice in perpetuity and throughout the world, in all media, whether now known or hereafter devised, and in all forms and formats, for any purpose whatsoever, without compensation, reservation or limitation. I understand that no photograph, videotape or other material of any kind needs to be submitted to me for my prior approval or inspection and I hereby release Hit The Hill, its licensees, successors and assigns from any and all liability for any actual or alleged distortion of appearance, image or likeness as depicted in any photograph, videotape or other visual or audio-visual work resulting from its publication as well as any advertising copy or other printed materials that may be used in connection therewith or the use to which it may be applied. I agree that any visual or audio-visual work which depicts me (in whole or in part) shall be owned by Hit The Hill and that Hit The Hill! may copyright same. To that end, I hereby assign and transfer to Hit The Hill all right, title and interest in and to my appearance, image, likeness, voice as embodied in any audio, audio-visual or visual work. I agree that Hit The Hill shall have the sole and exclusive right, title and possession to all original negatives, videotapes and related materials that may embody My Picture. I acknowledge that Hit The Hit! is under no obligation to exercise any rights granted herein.

6. MISCELLANEOUS. If any part, article, paragraph, sentence or clause of this consent and release is not enforceable, the affected provision shall be curtailed and limited to the extent necessary to bring it in within the requirements of the law, and the remainder of this consent and release shall continue in full force and effect. This consent and release shall be governed by the laws of the State of California. All provisions of this consent and release shall survive the termination or expiration of any Activity or my participation in any Activity contemplated hereby.

I knowingly intend my signature on this consent and release to be a complete defense to any legal or equitable proceeding that may be brought by me, or any person on their own or on my own behalf, for any personal injury, including death, accident, illness or property damage, including theft, I may suffer or sustain as a result of my voluntary participation in the Activity, and further intend this consent and release to be a complete and total release of liability for all negligent acts, failure to act, or breaches of duty owed to me, which result in my personal injury, accident, illness and/or property loss as a result of my participation in the Activity, the equipment used during the Activity (whether provided by Hit the Hill, a third party or myself) and the building or facilities where the Activity occurred and to reimburse the Released Parties in full for any such expenses incurred.

I represent that I am 18 years of age or older, that I am legally competent and capable of executing this consent and release on my own behalf, that I have read the foregoing and have made a conscious decision to sign it of my own free will. I further represent that I understand and agree to the terms of this consent and release and have received a copy of same.

Print Name _____

Date _____

Signature _____