ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

This Agreement is entered into between **LIFTALOT PERSONAL TRAINING, LLC,** a Missouri Limited Liability Company**,** and **PAUL SPANGENBERG** ("Trainer") and the undersigned ("Client"). The provision of personal training services by Trainer to Client, and Client's use of any premises, facilities or equipment are contingent upon the signing and execution of this Agreement.

ASSUMPTION OF RISK: Weightlifting, and specifically power lifting, can be dangerous. Serious hazard, injury, and even death can occur. You agree that if you engage in any physical exercise or activity, including personal training, or enter any premises or gym, or use any facility or equipment on any such premises or gym for any purpose, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while using, or resulting from the use of, any premises or facility, or using any equipment, whether provided to you by Trainer or otherwise, including injuries or damages arising out of the negligence of Trainer, whether active or passive, or any of Trainer's affiliates, employees, agents, representatives, successors, and assigns.

Your assumption of risk includes, but is not limited to, your use of any exercise equipment, including without limitation mechanical weights, free weights, or any other exercise equipment, injuries sustained in other other areas of any gym or premises, or any injury or illness directly or indirectly related to personal training or Trainer.

You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, or any other exercise activity of any kind.

You agree that you are voluntarily participating in such exercise, training, weight lifting, and power lifting activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Trainer or otherwise.

RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Trainer (and Trainer's affiliates, related entities, employees, agents, representatives, successors, and assigns), as well as any facility at which you are training, including it's owners, employees, and affiliates, from any and all claims or causes of action (known or unknown) arising out of the negligence of Trainer, whether active or passive, or any of Trainer's affiliates, employees, agents, representatives, successors, and assigns.

This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may either function properly, or may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e)

slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training, including injuries resulting from Trainer's or anyone else's negligent inspection or maintenance of the facility or premises.

INDEMNIFICATION: By execution of this agreement, you hereby agree to indemnify and hold harmless Trainer from any loss, liability, damage, or cost Trainer may incur due to the provision of personal training by Trainer to you.

ACKNOWLEDGMENTS: You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of Missouri and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

This release is not intended as an attempted release of claims of gross negligence or intentional acts. You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are welcome to consult an attorney prior to signing this agreement.

You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against Trainer for various matters, including without limitation any injury you incur while training, Trainer's negligence, or for any defective product used while receiving personal training from Trainer, You have read and voluntarily signed this agreement and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Print Name: _____

Sign Name: _____

Date: _____

AGREED TO BY:

_____

PAUL SPANGENBERG
LIFTALOT PERSONAL TRAINING, LLC

_____
Date