

En-vigorate LLC

Informed Personal Consent and Liability Waiver Release

I agree and consent to the following stated below and as well as En-vigorate LLC's General Terms and Conditions Agreement. I acknowledge that I am voluntarily participating in En-vigorate LLC's exercise / fitness program / activity and that participation requires a fee as posted on the company's website (www.en-vigorate.com).

1. MEDICAL FITNESS. To my knowledge I do not have any medical, physical or other condition / limitation which would prevent me from participating in the program / activity. I also acknowledge that if I have any reservation or concerns about my medical, physical or other condition, it is my responsibility to consult with the appropriate medical personnel prior to participating in the program / activity.

2. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by En-vigorate LLC, or the employees, representatives or agents of En-vigorate LLC. I understand that if my behavior disrupts the program / activity or endangers the instructors or other participants, I may be asked to leave the activity and/or program. Following is a list of disruptive behavior but not limited to: inappropriate attire or language; threatening physical contact; sexual harassment / intimidation; destruction of property; weapons; inappropriate use of cell phone; tobacco or any illegal substance.

3. ASSUMPTION OF THE RISKS AND RELEASE. I understand that my participation is strictly voluntary. I recognize that there are certain inherent risks associated with participating in the program's activity and I release En-vigorate LLC, its parents, affiliates, Managers, Members, officials, employees, and agents as well as the fitness center's or apartment complex's officials, employees, and agents on behalf of myself, my heirs and next of kin. I assume full responsibility for any personal injury to myself that may arise from my participation in the program's activity or use of the facility.

4. PHOTOS / VIDEOS. I understand and agree that any photos or video of myself may be used by En-vigorate LLC on social media or in other publications or the company website. I shall also sign a Media Release Form provided by En-vigorate LLC.

4. INDEMNIFICATION. I agree to indemnify and defend En-vigorate LLC, its parents, affiliates, Managers, Members, officials, employees, and agents against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my participation in En-vigorate LLC's program / activity or use of or presence upon the facilities where the program / activity takes place.

5. FEES. Sign-up for En-vigorate LLC's program / activity is online using its website portal. I understand that all participation fees need to be paid prior to the program / activity commencing. Registration is on a first-come, first-serve basis. I further agree to pay for all damages to the facilities of En-vigorate LLC caused by any negligent, reckless, or willful actions should they arise by me, my family, or guest.

6. REFUNDS. A refund may be requested up to three (3) days prior to morning of the program / activity commences. After that period expires, no refund will be issued. All refunds will be minus administrative costs such as bank processing fees.

7. CLASS POLICY. All classes have a minimum and maximum enrollment. En-vigorate LLC reserves the right to cancel a class due to insufficient enrollment, inclement weather, or emergency situations. In the event of inclement weather or a state or federal declared public emergency, online classes may be offered in lieu of in-person program / activity. Spectators are not allowed to sit in on classes unless they have paid for the class.

Instruction for online class activity will be posted on En-vigorate LLC website and available for current, enrolled program / activity participants.

7. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that En-vigorate LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement prior to participating in any program / activity.

8. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

9. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

10. DISPUTE RESOLUTION / APPLICABLE LAW. In the event of a dispute, I agree that venue and personal jurisdiction shall be set in the courts of Cobb County, Georgia. All such disputes shall be brought to the court of competent jurisdiction located in the County of Cobb, Georgia. My signature, electronic or written herein, irrevocably waives objections to the jurisdiction of such courts and any obligations to venue. The parties furthermore hereby waive any right to a jury trial in any such proceedings. The parties further agree that the prevailing party will be entitled to the costs of litigation

11. CLASS ACTION WAIVER. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. See Item #10 regarding Dispute Settlement. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

12. EMERGENCY CONTACT. In case of an emergency, please call _____ (Relationship: _____) at _____ (Day), or _____ (Evening).

I have read this document and understand it. I further understand that by using En-vigorate LLC's online registration process, I am consenting to both the ***Informed Personal Consent and Liability Waiver Release and General Terms and Conditions.***

By:
Name

Date: