

JOHN CREVELING FITNESS, LLC

**SERVICES, WAIVER OF LIABILITY, ASSUMPTION OF RISKS,
AND INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

(Please read carefully)

This agreement (the "Agreement") is made between John Creveling Fitness, LLC ("JCF") and the undersigned client ("you," "your," and the "Client"). This Agreement is made because Client wishes to receive and wishes to provide fitness and nutrition services as set forth below. In consideration of participating in JCF's fitness programming and/or nutritional coaching, and the intangible value that you will gain by participating in JCF's fitness programming and/or nutritional coaching, you agree to be bound by the terms of this Agreement.

- (iii) Direct access for questions (during business hours);
- (iv) Weekly nutrition log review and analysis;
- (v) Weekly plans of action- lessons that you implement;
- (vi) Adjustment to plan as you progress;
- (vii) 2 weekly e-mail check-ins.

1. Services. JCF will provide the following services to you. You are required to initial next to the services you are requesting. JCF is only responsible to provide the services as initialed by the you.

No other services shall be provided unless agreed to by JCF and memorialized in writing.

2. Availability. From time to time, JCF may be unavailable or delayed in providing the services for reasons seen and/or unforeseen including, but not limited to appointments, emergencies, special events or holidays. JCF will make every effort to minimize disruption to you during these periods. JCF's normal business hours are from 8am to 6pm ("Normal Business Hours").

_____ a. **Fitness Programming.** What is included with your Fitness Programming:

- (i) Weekly customized workouts; unlimited number of workouts; you have the ability to view the whole week as well as a daily email reminder;
- (ii) Access to TrueCoach© App during your membership for tracking of workouts and result;
- (iii) Video Demos of all Movement;
- (iv) Ability to send videos for review by JCF;
- (v) Direct access for questions through the TrueCoach app during Normal Business Hours; and
- (vi) Review and commentary of workouts.

3. Fees and Payment. You agree to pay a monthly fee of \$165.00 for Fitness Programming and/or \$165.00 for Nutritional Coaching (the "Fees"). Payment is due at the beginning of each month in which the services are to be provided, until this Agreement is canceled, except as set forth below in Section 4 (example: You sign up on June 1 for Fitness Programming, you will pay \$165.00 on June 1 for the month of June, \$165.00 on July 1 for the month of July, etc.) Payment shall be made through **Venmo©** (@johncreveling), **Zelle©** (301-922-5953), or you may set up automatic payments through johncrevelingfitness.com.

JCF may, in its sole discretion, terminate, suspend, or withhold the services if payment is not made by its due date.

_____ b. **Nutrition Coaching.** What is included in the monthly Nutrition Coaching Program:

- (i) Customized nutrition guide;
- (ii) 30-minute goal setting session phone call (at the beginning of each new membership month);

4. Term, Cancellation, Refunds. The term of this Agreement is thirty (30) days beginning on the date this Agreement is executed and shall automatically renew for thirty (30) day terms until canceled by you or JCF. Within You or JCF may cancel this Agreement at any time for any reason by providing written notice to the other party. Termination is effective as of the date sent. In the

event you terminate this Agreement within three (3) days of expiration of the then current monthly term you shall be required to pay the next month's Fees in full when due. You are not entitled to receive a refund in the event this Agreement is terminated.

5. Client Responsibilities and

Representations. You agree that prior to undertaking any physical activity with or accepting the services from, JCF including, but not limited to, Fitness Programming and/or Nutritional Coaching, you will advise your physician of the details of the activities in which you plan to participate and will obtain your physician's consent to or approval of those plans.

You represent that you are in good health and have no disability, impairment, injury, allergy, disease, or ailment that prevents you from engaging in active or passive exercise or which would cause an increased risk of injury or adverse health consequence as a result of such exercise. If applicable, you agree to disclose your prescribed medications and any exercise or diet limitations and agree to inform JCF immediately in the event there are any changes.

You represent that you are at least 18 years of age. If you are under the age of eighteen (18) years of age a parent or legal guardian signature is required.

You represent, covenant, and agree that you will not attempt to copy, duplicate, reproduce, sell, trade, or resell any materials, including, but not limited to, workouts and meal plans, provided to you by JCF related to the Fitness Programming or Nutritional Coaching. Any such actions are strictly prohibited.

6. NO MEDICAL TREATMENT OR

ADVICE. JCF does not provide medical treatment or advice. You understand and acknowledge that neither members, officers, employees, coaches, contractors, agents, affiliates, members, successors, and assigns have expertise in diagnosing, examining, or treating any medical condition. JCF is not a doctor or a registered dietician. The services provided by JCF are opinion based and they do not claim to diagnose, treat, or cure any cause, condition, or disease. All suggestions provided are for informational purposes only; they are not to be confused with medical advice. Always communicate with your doctor to make any decisions or changes regarding your health, as your doctor is the only one who knows what is right for you.

In the event you experience any illness, injury, discomfort, impairment or health problem prior to or

during a workout or as a result of the Nutritional Coaching, you agree to (i) immediately inform JCF of such problem, and (ii) consult your physician and reconfirm your physician's consent to or approval of your continued participation in the Fitness Programming and/or Nutritional Coaching.

You represent and agree that although JCF may include recommended caloric ranges, macronutrient distribution, and suggested foods to ingest (or, in some cases, avoid) to better meet your fitness goals, JCF is not a nutritionist or registered dietician (RD), and JCF is legally not allowed to prescribe a specific meal plan for me. I understand that any specific diet limitations need to be discussed with my physician, nutritionist, or RD to ensure proper monitoring.

7. Use of Third-Party Applications and Software; Indemnification.

You understand and agree that JCF may employ, engage or use third-party applications, software, services, and the like, to assist in providing the services, such as the TrueCoach© application. You agree that JCF is not liable for any damages, including, but not limited to, economic harm, personal harm, injury, death, partial or complete disability, lost profits, damages to business, data or phone systems, or any damages whatsoever resulting from the use of the or resulting from any interruptions, work stoppages, phone or tablet failures, deletion of files, errors, omissions, inaccuracies, defects, viruses, delays, misuse, incorrect implementation, or mistakes of any kind, related to your use of any and all third-party applications, software, or services. You agree to defend, indemnify, and hold harmless members, officers, employees, coaches, contractors, agents, affiliates, members, successors, and assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third-party related to your use of the third-party application, software, or service.

5. Assumption of Risk. YOU ARE AWARE AND UNDERSTAND THAT YOUR PARTICIPATION IN THE FITNESS PROGRAMMING, NUTRITIONAL COACHING, AND RELATED ADVICE, SUGGESTIONS, AND ACTIVITIES (THE "ACTIVITIES") HAVE INHERENT RISKS THAT CANNOT BE ELIMINATED REGARDLESS OF THE CARE

TAKEN TO AVOID INJURIES. SOME OF THESE INVOLVE STRENUOUS EXERTIONS OF THE CARDIOVASCULAR SYSTEM AND MUSCULAR STRENGTH USING VARIOUS MUSCLE GROUPS AND MAY RAISE YOUR BODY TEMPERATURE. THE RISK OF SERIOUS INJURY AND/OR DEATH. YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE RISKS AND DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF BODILY AND NEUROLOGICAL INJURIES, INCLUDING, BUT NOT LIMITED TO, ALLERGIC REACTIONS, MALNUTRITION, HEART ATTACK, STROKE, DEATH, PARALYSIS, PARTIAL OR COMPLETE DISABILITY, AND ANY DAMAGES THAT RESULT THEREFROM, WHETHER CAUSED BY THE NEGLIGENCE OF JCF OR OTHERWISE. I UNDERSTAND THAT PART OF THE RISK INVOLVED IN UNDERTAKING ANY OF THE ACTIVITIES IS RELATIVE TO MY OWN STATE OF FITNESS OR HEALTH (PHYSICAL, MENTAL, OR EMOTIONAL) AND TO THE AWARENESS, CARE AND SKILL WHICH I CONDUCT MYSELF IN THAT ACTIVITY OR PROGRAM. IT IS FURTHER ACKNOWLEDGED THAT THERE MAY BE RISKS AND DANGERS NOT KNOWN TO YOU THAT ARE NOT REASONABLY FORESEEABLE AT THIS TIME. YOU, UNDERSTAND AND ASSUME ALL RISKS ARISING FROM THE ACTIVITIES AND EXPRESSLY ASSUM ALL OF THE DELINEATED RISKS OF INJURY, ALL OTHER POSSIBLE RISKS OF INJURY AND EVEN RISK OF POSSIBLE DEATH, WHICH COULD OCCUR BY REASON OF YOUR PARTICIPATION IN THE ACTIVITIES.

6. Release of Liability. You hereby expressly waive and release any and all claims, now known or hereafter known, against JCF, and its members, officers, employees, coaches, contractors, agents, affiliates, members, successors, and assigns (collectively, "Releasees"), on account of injury, death, or any other claim arising out of or attributable to your participation in the Activities, whether arising out of the negligence of JCF or any Releasees or otherwise. You covenant not to make or bring any such claim against JCF or any other Releasee, and forever release and discharge JCF and all other Releasees from liability under such claims.

7. Indemnification. You shall defend, indemnify, and hold harmless JCF and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third-party related to the Activities or this Agreement.

8. Enforcement. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, and the provision held invalid or unenforceable shall be deemed modified so as to give the provision the maximum effect permitted by applicable law.

9. Attorney's Fees. In the event either party institutes legal proceedings against the other for breach of or interpretation of this Agreement, the party against whom a judgment is entered will pay all reasonable costs and expenses relative thereto, including reasonable attorney's fees of the prevailing party at pre-trial, trial and all appellate levels.

10. Assignment. You may not assign, resell, or transfer to any other person or entity the rights allowed or obligations required by this Agreement.

11. Waiver. It is understood and agreed that no failure or delay of either party to this Agreement, in exercising any right, power, or privilege provided under this Agreement, shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise or the exercise of any right, power, or privilege provided under this Agreement.

12. Governing Law and Jurisdiction. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maryland including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. Any action brought by any party hereto shall be brought within the State of Maryland, Anne Arundel County.

BY SIGNING BELOW, I HEREBY ENTER INTO AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. FURTHER, I ACKNOWLEDGE I HAVE READ THIS AGREEMENT IN ITS ENTIRETY PRIOR TO SIGNING AND FULLY UNDERSTAND ITS CONTENTS

Client Signature

Date

Client Printed Name

PARENT(S)/GUARDIAN(S) ACKNOWLEDGEMENT AND CONSENT

I am the parent or legal guardian of the minor named above. I acknowledge that I have read and understood all of the terms of this Agreement, and I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

Signature of Parent/Legal Guardian

Date

Printed Name of Parent/Legal Guardian