

**Liability Waiver and
Arbitration Agreement**

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2023-06-21

Liability Waiver

I, the user creating this account (hereafter the "Client"), acknowledge that I have voluntarily chosen to participate in various fitness activities, classes, and programs provided by Lean Dog LLC (hereinafter referred to as "Lean Dog Fitness" or "the Gym").

If I am under the age of 18, I confirm that a parent or legal guardian has read and agreed to this waiver on my behalf by creating an account for me, and they will assume all responsibility and risk until I reach the age of 18, at which point the agreement to this waiver will be considered transferred to me. Once I turn 18, continued utilization of the Gym's fitness services shall be considered continued agreement to the agreement provided here.

By creating an account, I acknowledge that I am voluntarily assuming all risks associated with my participation in the Gym's activities. I understand the importance of following the Gym's rules and instructions for my own safety and the safety of others.

I understand that these activities involve inherent risks of physical injury or harm, including but not limited to, falls, strains, sprains, collisions, and equipment malfunction.

I acknowledge that it is my responsibility to consult with a medical professional prior to commencing any physical activity at the Gym and to inform the Gym of any medical conditions or injuries that may affect my ability to safely participate.

I hereby agree that by creating an account, in consideration of the risk of injury while participating in any of the fitness services, including without limitation any personal training, use of equipment, any use of supplements, any dietary adjustments, use of equipment on site, use of any recommended products, and any stretching routines executed elsewhere (hereinafter, "Fitness Services"), and as consideration for the right to participate in the Fitness Services, I consent to waive certain legal rights, including the right to sue the following party, and, if applicable, its owners, trainers, representatives, and facilities from any physical, material, tangible or intangible, loss or damages that may happen to me during my participation in any of the Fitness Services undertaken while under the instruction of the Gym or thereafter.

I understand that Lean Dog Fitness is not responsible for any lost, stolen, or damaged personal belongings while on the Gym premises. I agree to assume all risks associated with the use of the Gym's facilities, equipment, and amenities.

This waiver and release shall extend to any and all claims, damages, or injuries, including but not limited to those caused by the ordinary negligence of the Gym.

Arbitration Agreement

THIS SECTION IS EXTREMELY IMPORTANT. YOU ARE WAIVING CERTAIN RIGHTS. PLEASE READ IT CAREFULLY BEFORE ADDING YOUR INITIALS.



To the fullest extent permitted by law, all disputes (hereafter “Arbitrable Claims”) between the Client (including Client’s attorneys, successors, and assigns) and Fitness Provider (including Fitness Provider’s affiliates, shareholders, directors, officers, supervisors, managers, employees, agents, successors, attorneys, and assigns) shall be resolved by binding Arbitration.

All persons and entities specified in the preceding sentence (other than the Client and Fitness Provider) shall be considered third-party beneficiaries of the rights and obligations created by this Agreement. Arbitrable Claims shall include, but are not limited to, contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation, excepting only claims under applicable workers’ compensation law and unemployment insurance claims. By way of example and not in limitation of the foregoing, Arbitrable Claims shall include (to the fullest extent permitted by law) any claims arising of negligence, harassment, breach of contract, breach of the covenant of good faith and fair dealing, or intentional: a) infliction of emotional distress; b) misrepresentation; c) interference with contract; or d) prospective economic advantage, defamation, invasion of privacy, and claims related to disability.

To ensure the rapid and economical resolution of disputes in connection with the Fitness Services, the Client and Fitness Provider agree that any and all disputes, claims, or causes of action, in law or equity, arising from or relating to the Fitness Services, and/or the termination of your membership with the Fitness Provider, will be resolved, to the fullest extent permitted by law by final, binding and confidential arbitration in Las Vegas, Nevada conducted by the Judicial Arbitration and Mediation Services/Endispute, Inc. (“JAMS”), or its successors, under the then current rules of JAMS for employment disputes; provided that:

1. The arbitrator shall have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and
2. The arbitrator shall issue a written arbitration decision including the arbitrator’s essential findings and conclusions and a statement of the award; and
3. Both the Client and the Fitness Provider shall be entitled to all rights and remedies that you or the Fitness Provider would be entitled to pursue in a court of law; and
4. The prevailing party shall be awarded all costs and expenses of the proceeding, including, but not limited to, attorneys’ fees, filing and service fees, witness fees, and arbitrators’ fees. If arbitration is commenced, the arbitrator will have full authority and complete discretion to determine the “prevailing party” and the amount of costs and expenses to be awarded. Nothing in this Agreement is intended to prevent either you or the Fitness Provider from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration.



Ongoing Client Responsibilities

I agree and verify that If I have omitted any necessary personal information, whether knowingly or unknowingly, I will hold the Fitness Provider harmless against all liability for any damages that may occur to myself or to others because of my actions or inactions.

I understand and agree that it is my responsibility to let the Fitness Provider know if I find myself in any pain or discomfort before, after, or during the Fitness Services. I agree to keep the Fitness Provider apprised of any changes or upcoming changes concerning my physical health and personal information.

If I do require medical treatment or attention while or after participating in the Fitness Services, I agree that the medical costs are mine and mine alone and hold the Fitness Provider blameless from any charges, fees, or costs that my conditions may incur.

I agree that I alone am responsible for my own food and dietary choices, and I agree to hold the Fitness Provider harmless against all against all liability for any damages that may occur to myself or to others because of my dietary practices.

Health and Safety

I hereby declare that I am in good health and have no medical condition that would prevent me from participating in physical activities at Lean Dog Fitness. I acknowledge that I am responsible for my own health and safety while using the Gym's facilities, and I will exercise caution and adhere to all posted rules, guidelines, and instructions provided by the Gym.

I further certify that I certify that I do not possess the following specific contraindications to the using the Gym's Fitness Services:

- A history of blood clots or current problem with blood clots (including deep vein thrombosis or arterial thrombosis)
- Currently taking blood thinners of any kind (anticoagulants)
- History of easy bruisability (contusions)
- Moderate to severe high blood pressure (hypertension)
- Unstable heart disease (angina pectoris, congestive heart failure, coronary arterial disease)
- A history of small stroke (transient ischemic attack, cerebral vascular accident)
- Diabetic induced eye disease (diabetic retinopathy)
- Increased intraocular pressure (Pressure within the eye ball/glaucoma)
- Comprised blood flow through the arteries (peripheral arterial disease or arterial obstructions)
- Cold hands and feet (acrocyanosis)
- Pregnancy
- Active cancer
- Osteoporosis



Likeness Permissions

I agree to provide Lean Dog LLC permission to use my likeness in a photograph and/or video in any and all publications and materials without payment or consideration made to them.

I understand these photos and/or videos become the property of Lean Dog LLC and will not be returned.

I agree to waive the right to review any photo or video or to obtain royalties from the photos and/or videos.

Management Reserved Rights

I understand that Lean Dog Fitness reserves the right to modify or terminate any services, classes, programs, or facilities offered at the Gym without prior notice, for any reason.

I also understand that the Gym also reserves the right to refuse or revoke membership or access to its facilities at its sole discretion.

