



IT'S WORKING OUT

PARTICIPANT RELEASE AND WAIVER OF LIABILITY This Participant Release and Waiver of Liability (the "Release") is executed today, by me ("Participant") in favor of It's Working Out LLC, an Ohio Limited Liability Corporation, its directors, officers, employees, volunteers, independent contractors, and agents (collectively, "IWOL"). I, the Participant, desire to participate in exercise classes, training and/or other events offered by IWOL (the "Activities"), either in person or virtually. I understand that the Activities may include, but are not limited to, lifting weights, stretching, cardio and other physical maneuvers. I further represent and warrant that through this document or otherwise, IWOL has advised me, for my own safety and health, to see a medical doctor prior to engaging in the Activities offered by IWOL. I hereby freely and voluntarily, without duress or coercion, execute this Release. I understand the dangers associated with participation in a program of strenuous physical activity which include but are not limited to death, serious neck or spinal injury, heart attacks, muscle strains, pulls or tears, broken bones, heart prostrations and knee/lower back/foot injuries occurring during or after my participation in the exercise program. I understand that I may be injured as a result of my participation in IWOL Activities and do hereby acknowledge that I am knowingly and expressly assuming all risk of injury, harm, or death associated with IWOL Activities. In consideration for being allowed to participate in IWOL's Activities, I, for myself and my heirs, executors, administrators, and assigns, do hereby release and forever discharge IWOL its owner(s), member(s), employees, independent contractors, agents and successors and assigns from any and all liability, claims, demands, and cause of action which may arise from my participation in IWOL Activities whether caused by the negligence of IWOL or its officers, directors, employees, or agents or otherwise. I hereby release and forever discharge IWOL from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with IWOL Activities. I do hereby grant and convey unto IWOL all rights, title, and interest in any and all photographic images and video or audio recordings made by IWOL during my activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. I agree that the invalidity of any statement or waiver of rights above under local, state, or federal law does not invalidate any other statement or waiver of rights above. I expressly affirm

that IWOL has not made any other representation, covenant, or promise, oral or otherwise, that provides rights or commits IWOL in a manner inconsistent with or greater than this Release. I hereby affirm that I have read and fully understand the above and have been consulted to seek the advice of counsel and agree to be legally bound by this Release. I also affirm that I am over 18 years of age, or I am the parent or legal guardian of the person I am registering.

By entering this facility, you are aware and you agree to fully accept all known and unknown risks, including the potential risk of exposure to respiratory illnesses such as the coronavirus (COVID-19). Although we regularly sanitize our equipment and presently are using enhanced cleaning methods and enforcing social distancing in our facility, you understand that you may be exposed to the coronavirus or its symptoms through no fault of our own. You understand and agree that you will hold IWO harmless for any real or perceived symptoms, disease, illness, or injuries related to COVID-19 or any exacerbation of any existing symptoms, disease, illness or injuries related to COVID-19 and you fully agree to accept all risks of entering the facility, using the equipment, working with staff, attending classes, and/or interacting or being exposed to other members.

Signature (or Guardian's Signature if minor)

Date