



FITNESS CONSULTING SERVICES WAIVER AND RELEASE

I, the undersigned, understand that by nature of JFPT Inc.'s consulting services, I will be provided fitness advice (hereinafter "Services").

- 1. **Certification.** I understand that JFPT Inc. employees JASON FERINE, a certified physical therapist with a master's degree in Physical Therapy and a Bachelor of Arts Degree in Health Science, and does not dispense medical advice nor prescribe treatment. The Services enhance my knowledge of physical fitness. While the Services can be an important compliment to my medical care, I understand the Services are not a substitute for the diagnosis, treatment, or care of disease by a medical provider.
- 2. **Disclaimer.** I understand that if I am under the care of a health care professional, I should discuss the use of the Services with my doctor. I acknowledge that the care that I receive during the Services are separate from the care that I receive from any medical facility in that the Services are in no way intended to be construed as medical advice or care. I understand that I should continue regular medical supervision and care by my primary care physician.
- 3. **Waiver and Release.** As such I, for myself my heirs, personal representatives or assigns release the JFPT, Inc., its employees, agents, affiliates, and subcontractors (hereinafter "JFPT Members") from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, which I ever had, now has or will have in the future against the JFPT Members, arising from my past or future participation in, or otherwise with respect to, the Services, unless arising from the gross negligence of the JFPT Members.
- 4. **Indemnification.** I understand that I shall defend and indemnify the JFPT Members from and against all third-party allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs) arising from my past or future participation in, or otherwise with respect to, the Services.
- 5. **Jurisdiction.** I understand that in the event that there ever arises a dispute between the JFPT Members and I, with respect to the Services provided pursuant to this agreement or otherwise pertaining to the relationship between the parties, we agree to have the dispute be governed by, construed in accordance with, and enforced under the laws of the State of California. Any legal action or proceeding arising out of or relating to this Agreement shall be brought in the Los Angeles Superior Court, and each party hereby expressly submits to the personal jurisdiction and venue of such court for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. The party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorney's fees.

By signing below, I am asserting that I have read this waiver and release agreement, that I fully understand its terms, and that I am voluntarily giving up substantial legal rights by signing. I also acknowledge that I have signed this waiver and release freely and voluntarily and without inducement, assurance or guarantee of any nature being made to me:

Signature: _____

Date: _____

Name (Printed): _____