

#### DISCLAIMER:

In consideration for permitting PURCHASER to be a participant in dFit Health and Wellness, LLC., the purchased, for themselves, and for their respective heirs, personal representatives and assigns, agree as follows:

#### ASSUMPTION OF RISK:

The purchaser hereby acknowledges and agrees that he/she understands the nature of dFit Health and Wellness, LLC.; that PARTICIPANT is qualified, in good health, and in proper physical condition to participate therein; that there are certain inherent risks with exercising with dFit Health and Wellness, LLC.; and that, except as expressly set forth herein, he/she, knowingly and voluntarily accepts, and assumes responsibility for, each of these risks, and all other risks and dangers that could arise out of, or occur during PARTICIPANT's participation in dFit Health and Wellness, LLC. Participant shall consult with his/her physician for any and all medical questions, issues and advice.

#### INDEMNIFICATION AND HOLD HARMLESS:

The purchaser hereby agrees to INDEMNIFY, DEFEND AND HOLD dFit Health and Wellness, LLC. HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Participant's participation in dFit Health and Wellness, LLC., except for those arising out of willful misconduct, gross negligence or intentional torts of the above parties, as applicable. Participant agrees that if an action is filed, it shall be filed in the State of Ohio, Medina County.

#### SEVERABILITY:

The purchaser expressly agrees that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

#### ACKNOWLEDGMENT OF UNDERSTANDING:

The purchaser has read this assumption of risk, release and indemnity agreement. The purchaser fully understands this assumption of risk, release and indemnity agreement, and acknowledges that the PURCHASER is giving up substantial rights in connection therewith, and that its' terms are contractual, and not a mere recital. The PURCHASER agrees and acknowledges that he/she is signing and accepting this agreement freely and voluntarily