



FITNESS WAIVER, RELEASE & TERMS OF USE

I, _____, have enrolled in and/or am participating in a custom health and fitness program (the “Program”) offered by Vogue Strength and Wellness, LLC (“Vogue”). The Program will include physical exercise and participation in a workout and may include customized meal plans, and supplement recommendations. I understand that the Program will include participation in strenuous exercise, including strength training and cardiovascular conditioning which may be approved by a Vogue coach or virtual trainer and that I should not participate in the fitness workout if I have any physical, mental or health limitations or any disorder or illness that could be made worse by exercise. I agree that exercise poses inherent risks and that I am accepting those risks by participating in the Program. I fully understand that there are certain risks of physical injury in connection with the Program, and, intending to be legally bound hereby, I, the undersigned, for myself as well as my heirs, assigns and legal representatives, expressly agree to:

- 1) Release, waive and discharge Vogue and any and each of their respective successors, assigns, affiliates, shareholders, officers, directors, managers, agents, attorneys, and employees, from all manner of actions and causes of actions, suits, debts, accounts, judgments, claims and demands whatsoever in law or equity (including costs and attorneys’ fees), including all claims arising out of or related to any incidents involving personal injury, arising in any way by participation in the Program;
- 2) Not commence the program unless I know I am in the proper physical condition (including by obtaining proper advice from my medical provider if applicable) and immediately stop any exercise or use of the program should I feel pain, dizziness or any other discomfort;
- 3) Assume any and all risks involved in or arising from my voluntary participation in the Program, including without limitation, the risks of death, bodily injury, hormonal imbalance, illness, or property damage;
- 4) Indemnify, defend and hold harmless Vogue, and its respective successors, assigns, affiliates, members, officers, directors, managers, agents, attorneys, and employees, from any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys’ fees, arising in any way by my participation in the Program;
- 5) Seek the treatment of a licensed medical professional, including my own physician in the event that I require medical treatment and I understand that the Program is in no way intended to function as a substitute for seeking adequate medical care;
- 6) Hold in confidence the Program created for my use by Vogue and not share the Program with any persons on the internet including but not limited to on blogs, forum journaling, personal or commercial websites, publications or otherwise without Vogue’s prior written consent. I agree that the obligation to maintain confidentiality of the Program shall survive my termination of my participation in the Program and I shall take all steps necessary to ensure that unauthorized persons do not access the Program;

- 7) Refrain from disparaging the name or reputation of Vogue and its assigns, affiliates, officers, members, directors, managers, agents, attorneys, and employees and the Program in any way whether verbally or in print and I expressly acknowledge that the damages caused by any disparagement of Vogue could cause severe damage to Vogue's business the amount of such damages may be immeasurable.
- 8) Authorize and provide Vogue with the full rights to use, publish and reprint my name, likeness, photographs, video footage, and images taken of me in whole or in part as testimonials, case studies, and instructional videos and to copyright such materials, in advertising, trade, or for any other purpose.
- 9) Acknowledge that this release, and all matters or disputes relating to the validity, construction, performance or enforcement of this release, shall be governed, construed and controlled by and under the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of laws. Exclusive jurisdiction of any action or proceeding brought under or in connection with this Agreement shall be vested in either the Court of Common Pleas of Allegheny County, Pennsylvania, or in the United States District Court for the Western District of Pennsylvania and the venue of any action shall be in the County of Allegheny, Pennsylvania.
- 10) Permit Vogue and any of its coaches, virtual coaches and personal trainers and nutritionists to contact me using text messaging or mobile applications. Normal text-messaging and data rates may apply.

My signature below indicates that I have read all of the above material and fully understand this waiver as well as the risks and hazards that apply to participation in the Program. By signing this release, I realize that I am waiving certain legal rights, and I have done so voluntarily. I understand that if I terminate my participation in the Program that any fees already paid are nonrefundable and that by signing below I waive any right to demand a refund of the enrollment fees paid for the Program. I further acknowledge and agree that Vogue reserves the right to terminate my participation in the Program in its sole and absolute discretion.

Client Signature: _____

Printed Name: _____

Date: _____