

WAIVER OF LIABILITY, INDEMNITY AGREEMENT AND ASSUMPTION OF RISK

PLEASE READ CAREFULLY · INITIAL EACH SECTION · SIGN BELOW

This Agreement is between **Above & Beyond Fitness LLC** ("Above & Beyond Fitness") and the undersigned client ("Client"). It applies to every session, class, and related service provided on or after the date signed below, and remains in effect until replaced in writing.

CLIENT NAME (PLEASE PRINT)

DATE OF THIS AGREEMENT

1. SERVICES AND LOCATIONS COVERED

Client understands that Above & Beyond Fitness provides personal training and fitness instruction (the "Services") that may take place: (a) in Client's home or another private residence; (b) outdoors, including sidewalks, parks, and desert trails; (c) at a gym, studio, community facility, or other venue; and (d) remotely by live video ("virtual training"). **This Agreement applies to all of these settings** and to any equipment used in them, whether supplied by Above & Beyond Fitness or by Client. **Transportation of Client is not part of the Services**, and Above & Beyond Fitness does not drive Client to or from any session.

Above & Beyond Fitness accepts Clients **aged 8 and older**. Where the Client is under 18, **Section 12 also applies** and a parent or legal guardian must sign it.

CLIENT INITIALS

2. RELEASE OF LIABILITY

To the fullest extent permitted by Arizona law, Client **releases and covenants not to sue** Above & Beyond Fitness LLC and its owners, employees, trainers, independent contractors, and agents (the "Released Parties") for Client's claims for bodily injury, illness, death, or damage to Client's personal property **arising out of or related to Client's participation in the Services**, but only to the extent caused by a Released Party's **ordinary negligence, including a negligent act or omission**. Covered injuries include, by way of example, muscle strains, pulls or tears, broken bones, joint or soft-tissue injury, aggravation of a pre-existing condition, falls, heat illness, cardiac events, and other illness, soreness, or injury.

This release does not apply to gross negligence, recklessness, willful or wanton misconduct, intentional misconduct, fraud, or any liability that Arizona law does not permit to be released. It applies only to claims Client owns or has legal authority to release.

CLIENT INITIALS

3. ASSUMPTION OF RISKS

Client understands that physical activity carries **known and inherent risks, including the risk of serious injury and death**, and that some risks may remain even when reasonable care is used. Client specifically acknowledges the risks of training in a private home (including stairs, flooring, furniture, pets, and limited space), outdoors (including uneven ground, heat, and sun exposure), and by live video, where a trainer cannot physically assist. Client is participating voluntarily with knowledge of these risks and accepts them.

CLIENT INITIALS

4. HEALTH STATUS, SCREENING, AND DISCLOSURE

Client represents that Client **has disclosed** to Above & Beyond Fitness the known medical conditions, medications, injuries, surgeries, symptoms, and — where relevant to safe programming — pregnancy or postpartum status that are material to safe exercise, and that the information given in the **Client Information & Health History questionnaire and the PAR-Q** is true and complete to the best of Client's knowledge. Those documents are incorporated by reference.

This Agreement is not medical clearance. Where the PAR-Q or a medical provider indicates that clearance is advisable, Client will obtain it before participating. Above & Beyond Fitness may require clearance, modify a session, or decline participation where reasonably necessary for safety. Client will **promptly notify Above & Beyond Fitness of any change** in health, medication, injury, surgery, or pregnancy, and will stop exercising and tell the trainer immediately if Client feels pain, dizziness, shortness of breath, or any other concerning symptom.

CLIENT INITIALS

5. SCOPE OF PRACTICE

Client understands that Above & Beyond Fitness provides fitness instruction only. **Above & Beyond Fitness is not a licensed physician, physical therapist, occupational therapist, or dietitian**, and nothing provided is medical advice, diagnosis, treatment, rehabilitation, or medical nutrition therapy. Specialized programming, including PWR!Moves® for Parkinson's, is designed to **complement — not replace —** care directed by Client's medical providers. Any general nutrition guidance is educational only.

CLIENT INITIALS

6. TRAINING ENVIRONMENT AND CLIENT RESPONSIBILITIES

For sessions at a location provided by Client, Client agrees to: provide a reasonably safe space with adequate clear floor area, lighting, and ventilation; secure pets; remove obvious trip hazards; and **disclose known hazards**. Any equipment supplied by Client must be in sound working order and appropriate for its use. Client agrees to provide an **emergency contact** and to keep it current.

Above & Beyond Fitness may modify, postpone, or end a session at any time — including for heat, weather, unsafe conditions, equipment problems, symptoms, or technology limitations — and doing so is not a breach of this Agreement.

CLIENT INITIALS

7. VIRTUAL TRAINING

For sessions delivered by live video, Client acknowledges that **the trainer cannot physically spot, assist, or intervene**, and may be unable to summon help. Client agrees to: **state Client's current physical location at the start of every virtual session**; keep a charged phone and a means of contacting emergency services within reach; and ensure the training space and equipment are safe. Where Client has a fall risk, a balance or cardiac condition, or trains at higher intensity, Above & Beyond Fitness may require that another adult be present or that Client obtain medical clearance. Client accepts that technology may interrupt or degrade a session.

CLIENT INITIALS

8. INDEMNIFICATION

Client agrees to indemnify and hold harmless Above & Beyond Fitness from third-party claims **to the extent caused by** Client's own negligence or Client's breach of this Agreement. Above & Beyond Fitness will give Client prompt written notice of any such claim, and Client may assume its defense with counsel reasonably acceptable to Above & Beyond Fitness. **Neither party will settle a claim in a way that imposes an obligation on the other without that party's written consent.** This Section does not require Client to indemnify Above & Beyond Fitness for Above & Beyond Fitness's own negligence.

CLIENT INITIALS

9. ATTORNEYS' FEES

In a contested action brought **solely to enforce an express contractual obligation under this Agreement** — such as the indemnity in Section 8 or an obligation to pay — the prevailing party may recover its reasonable attorneys' fees and costs to the extent a court awards them. **This Section does not create any entitlement to fees merely because Above & Beyond Fitness prevails in a claim for personal injury or property damage.**

CLIENT INITIALS

10. GOVERNING LAW, VENUE, AND CONSTRUCTION

This Agreement is governed by the law of the State of Arizona. Any legal action must be brought in Maricopa County, Arizona, **except where applicable law requires another forum**. If any provision is held invalid or unenforceable, **that provision shall be limited only to the extent necessary** to make it enforceable, or severed if it cannot be, and the remainder shall continue in full force and effect. An electronic or scanned signature has the same effect as an original.

This Agreement covers liability, risk, and safety. It **does not supersede** the separate payment, scheduling, cancellation, refund, or privacy terms between the parties, which remain in effect on their own terms.

CLIENT INITIALS

11. ACKNOWLEDGMENT OF UNDERSTANDING

Client acknowledges that Client: has read this Agreement and understands its terms; **received a copy before participating**; had a reasonable opportunity to ask questions; understands it applies only to the Services and the parties identified in it; and understands that **there is no guarantee of any particular fitness, health, weight, or Parkinson's-related outcome.**

Client understands that Client is giving up substantial rights, including the right to sue for ordinary negligence, to the fullest extent permitted by Arizona law and subject to the exclusions stated in Section 2.

CLIENT NAME (PLEASE PRINT)

CLIENT SIGNATURE

DATE

Waiver of Liability, version 1.1 · effective August 17, 2026. Retain a signed copy with the Client Information & Health History questionnaire and the PAR-Q.

12. IF THE CLIENT IS UNDER 18

a. Consent and authority. The parent or legal guardian signing below (“Parent/Guardian”) consents to the participation of the client named below (“Minor”) in the Services, and represents that Parent/Guardian has legal authority to give that consent and to sign this Agreement for the Minor.

b. Parent/Guardian has read this Agreement. Parent/Guardian has read Sections 1 through 11, has had a reasonable opportunity to ask questions, and **understands the known and inherent risks described in Section 3 — including the risk of serious injury and death — and accepts those risks in deciding to enroll the Minor.**

c. Parent/Guardian’s own claims are released. To the fullest extent permitted by Arizona law, Parent/Guardian **releases and covenants not to sue** the Released Parties for **Parent/Guardian’s own claims** arising out of or related to the Minor’s participation in the Services — including Parent/Guardian’s own claims for the Minor’s medical or related expenses, and for loss of the Minor’s services or companionship — but only to the extent caused by a Released Party’s ordinary negligence. The exclusions in Section 2 apply to this release in the same way.

d. Health, supervision, and safety. Parent/Guardian will give complete and accurate health, medication, injury, and emergency-contact information for the Minor, will update it promptly, and will comply with the safety requirements in Sections 4, 6, and 7. **Parent/Guardian will remain present at the session location or immediately reachable by phone for the whole of every session**, and Above & Beyond Fitness may require Parent/Guardian to be present, or require medical clearance, for any Client or session where that is reasonably necessary for safety.

e. Emergency care. If Above & Beyond Fitness reasonably believes the Minor needs urgent medical attention and Parent/Guardian cannot be reached, **Parent/Guardian authorizes Above & Beyond Fitness to summon emergency medical services** and to give responders the health information Parent/Guardian has provided. Parent/Guardian is responsible for the cost of any emergency care.

f. What this Section does not do. Nothing in this Section purports to release, waive, arbitrate, or limit any **substantive claim belonging to the Minor**, and Parent/Guardian is not required to indemnify Above & Beyond Fitness for Above & Beyond Fitness’s own negligence. A new agreement signed by the Client in the Client’s own name is required when the Minor turns 18.

MINOR’S DATE OF BIRTH

EMERGENCY CONTACT · NAME AND PHONE

MINOR’S NAME (PLEASE PRINT)

PARENT/GUARDIAN SIGNATURE

DATE

OPTIONAL – PHOTO AND VIDEO CONSENT

This section is **entirely optional and separate** from the agreement above. Declining has no effect on training, pricing, or scheduling. If you consent, you allow Above & Beyond Fitness to photograph or record you during sessions and to use those images on its website and social media.

You may **withdraw consent at any time in writing**. Withdrawal applies going forward: Above & Beyond Fitness will make reasonable efforts to remove the images from its own website and accounts, but **cannot control copies or reposts by third parties**. Consent for a client under 18 is handled on a separate parent/guardian marketing consent form.

☐ I consent ☐ I do not consent _____
SIGNATURE · DATE