

Body Designs West, Inc.

10542 Pico Blvd. ~ Los Angeles, Ca 90064 ~ 310-838-9991

CARDIO CONTRACT, AGREEMENT OF RELEASE AND WAIVER OF LIABILITY

I, _____, hereby agree to and initial the following:

1. That I am participating in a cardiovascular exercise program offered by Body Designs West, Inc. (hereafter referred to as BDW) and during which I will receive information about health and fitness. I recognize that fitness programs require physical exertion which may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved. _____ (initial)

2. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the cardiovascular exercise program. I represent and warrant that I am physically fit and I have no medical condition which would prevent my full participation in the cardiovascular exercise program. _____ (initial)

3. In consideration of being permitted to participate in the cardiovascular exercise program, I agree to assume full responsibility for any risks, injuries, or damages, known or unknown, which I might incur as a result of participating in the program. If, however, I observe any unusual significant hazard during my participation, I will remove myself from participation and bring such to the attention of management. _____ (initial)

4. In further consideration of being permitted to participate in the cardiovascular exercise program, I knowingly, voluntarily, and expressly waive any claim I may have against BDW, Bill Belott, Zabrodan Properties, LLC., Lance A. Fessler (building owner), or any trainer, for injury or damages that I may sustain as a result of participating in the program. _____ (initial)

5. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue BDW, Bill Belott, Zabrodan Properties, LLC., Lance A. Fessler (building owner), or any trainer, for any injury or death caused by their negligence or other acts. _____ (initial)

6. I understand that all sales are final and no refunds are offered or will be given. _____ (initial)

7. I understand that if I contract BDW or any of its trainers for a package of sessions, any unused sessions will expire after 6 months of inactivity. _____ (initial)

I have read the above information and fully understand its contents. I voluntarily agree to the terms and conditions stated above. _____ (initial)

Participant's Printed Name _____ Date _____

If participant is under 18
AS PARTICIPANT'S LEGAL GUARDIAN, I _____, CONSENT
TO THE ABOVE TERMS AND CONDITIONS.

SIGNATURE _____ Date _____