

PHOTO RELEASE STATEMENT: Aging Care Connections reserves the right to photograph participants during programs and events for marketing purposes. Photos may be used for brochures, flyers, websites, social media, and other public relations materials.

Waiver for joining Exercise Classes

This Agreement is entered into between Aging Care Connections and all Aging Care Connection members/attendees and the designated Fitness Workshop Provider.

ASSUMPTION OF RISK: You agree that if you engage in any physical exercise or activity, including personal training, group training, and virtual workouts, or enter our premises or use any facility or equipment on our premises for any purpose, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not.

This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by the Fitness Workshop Provider or otherwise, including injuries or damages arising out of the negligence of the Fitness Workshop Provider, whether active or passive, or any of the Fitness Workshop Provider's affiliates, employees, agents, representatives, successors, and assigns.

Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), sidewalks, parking lots, stairs, or any equipment. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, or any other sporting or recreational endeavor. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Fitness Workshop Provider or otherwise. If you are engaged in online training, you acknowledge that you are not being monitored by any trainer and that there is no liability to the trainer, facility, or the Fitness Workshop Provider if there is an injury sustained.

RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Fitness Workshop Provider (and the Fitness Workshop Provider's affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of the Fitness Workshop Provider, whether active or passive, or any of the Fitness Workshop Provider's affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training, including injuries resulting from the Fitness Workshop Provider's or anyone else's negligent inspection or maintenance of the facility or premises, (e) training you undertake that is online only without the supervision of a trainer. The trainer will provide step by step instruction on completing the exercise in a safe manner but cannot monitor you while you are completing these exercises. If you are unable to complete the exercise due to physical limitation or lack of

understanding DO NOT attempt. If you do attempt, you will be liable for any injury sustained.

ACKNOWLEDGMENTS: You expressly agree that the foregoing release, waiver, assumption of risk agreement is intended to be as broad and inclusive as permitted by the law in the State of Illinois and beyond, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against the the Fitness Workshop Provider's negligence, or for any defective product used while receiving personal training, group training, or virtual training from the Fitness Workshop Provider(s). You have read and verbally agree to the waiver and release and will allow the AWN Online Fitness Classes to be recorded and published for future use, and further agree that no oral representations, statements, or inducement apart from the foregoing verbal agreement have been made.