

5 AM, LLC

Please read carefully before signing. This document has legal significance.

GUEST RELEASE FROM LIABILITY AND ASSUMPTION OF RISK

I, _____ (hereinafter "I"), have desire to participate as a "guest" in a 5 AM, LLC's ("5 AM") exercise-based training program and related activities, including any "Groupon" and other programs (any or all hereinafter the "Program") at 5 AM's facility (whether inside or off-site, including the surrounding parking lot area) located at 1901 Mayview Road, Unit #5, Bridgeville, PA 15017 (the "Facility"). For good and adequate consideration, including but not limited to my being able to workout at the Facility, I do hereby acknowledge all of the following as it relates to this Guest Release From Liability and Assumption of Risk agreement ("the Agreement"), intending to be legally bound:

1. I hereby acknowledge that I should consult with my physician before beginning any exercise program, including the Program.
2. I certify that I am not aware of any medical condition which would render me unfit to participate in any exercise program and that I will inform 5 AM immediately of any change in my medical condition.
3. I agree that if I experience symptoms such as shortness of breath, chest pain, unusual fatigue, dizziness, fainting, or extreme pain, whether or not I am under the direct supervision of a 5 AM trainer or staff member, I will immediately stop exercising and inform a representative of 5 AM of my symptoms.
4. I authorize any representatives of 5 AM to obtain emergency medical treatment for me, including transportation to a hospital or other medical facility.
5. I agree to be solely responsible for the safety and well-being of any guest(s) and myself. I understand that 5 AM does not provide exclusive supervision, instruction, or assistance for the use of the Facility and equipment.
6. I agree to comply with all rules imposed by 5 AM regarding the use of its Facility and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.
7. I understand and agree that 5 AM is not responsible for property of mine and/or any guest(s) that is lost, stolen, or damaged while in, on, or about the Facility.
8. This Guest Release From Liability and Assumption of Risk includes, without limitation, my understanding and taking of sole responsibility for any and all injuries that may occur to myself and/or others related to any and all activities associated with the 5 AM Program and instruction, even if not specifically set forth in this Agreement, whether or not they fall within the scope of reasonably foreseeable injuries related to such Program, and whether or not undertaken in 5 AM's presence. **I expressly assume and accept sole responsibility for my safety and for any and all injuries that may occur for any and all (including workouts after the date of my signing this Agreement).**
9. I am aware that there are significant risks involved in all aspects of physical training. I understand that the reaction of the heart, lungs and vascular system to exercise cannot always be predicted with accuracy. I understand that there is a risk of certain abnormal changes occurring during or following exercise which may include abnormalities of blood pressure or heart rate; chest, arm or leg discomfort; transient light-headedness or fainting; and in rare instances, heart attack, stroke or even death. Excessive work can result (in rare cases) in exertional rhabdomyolysis. I should look for signs of excessive soreness, darkened urine, and pain in the kidney areas in the days following a particularly intense workout. While this type of injury is relatively rare, it can occur due to a number of factors, including (but not limited to) genetic predisposition or dehydration, that may be beyond the control of my trainer and 5 AM. I understand that the Program offered by 5 AM is of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. These risks include, but are not limited to: falls which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or other people around me, and/or injury or death due to improper use or failure of equipment. I am aware that any of these above mentioned risks may result in serious injury or death to myself and/or my partner(s), and I assume full responsibility thereof.
10. I am voluntarily participating in the Program and using equipment with knowledge of the dangers involved. I understand and take sole responsibility for any and all injuries that may occur to myself and/or others related to any and all activities associated with the 5 AM Program and instruction, even if not specifically set forth in this Agreement, whether or not they fall within the scope of reasonably foreseeable injuries related to such Program, and whether or not undertaken in 5 AM's presence.

Waiver and Release

I fully understand that a Program may be strenuous and I choose to participate voluntarily. I accept all responsibility for my health and any results, injury or mishaps that may affect my well-being or health in any way. This Agreement includes, without limitation, all injuries to me or my property which may occur as a result of (a) my use of any 5 AM exercise equipment, 5 AM products and 5 AM Facility amenities, (b) the sudden and unforeseen malfunctioning of any equipment, products and/or amenities (c) 5 AM instruction or supervision, and (d) my slipping and/or falling while in the 5 AM Facility, or on the 5 AM premises, including adjacent sidewalks and parking areas regardless of negligence for any of the preceding, (e) any and all defects, latent or apparent, in the design or condition of equipment; (f) any dropping of equipment; (g) any and all improper maintenance of equipment or facilities; (h) any hazardous condition that may exist at the Facility, including, but not limited to, the specific workout area; and (i) 5 AM's negligent instruction or supervision. I waive any claims, demands, causes of action or any claims for relief whatsoever against, and release the 5 AM PARTIES from any and all liability, claims and/or causes of action that I may have for injuries or other damages arising out of participation in a 5 AM Program or as before-noted.

FOR AN IN CONSIDERATION OF PERMITTING ME TO PARTICIPATE IN THE PROGRAM, AND INTERACT WITH THE TRAINERS AND FACILITY OF 5 AM, I, FOR MYSELF AND FOR MY HEIRS, BENEFICIARIES, EXECUTORS, SUCCESSORS AND ASSIGNS, HEREBY RELEASE AND FOREVER DISCHARGE 5 AM, ITS OWNERS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, ATTORNEYS, VOLUNTEERS, INSURERS, SUCCESSORS, RONALD M. DEL DUCA, JR. AND ASSIGNS (COLLECTIVELY, "5 AM PARTIES"), FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, RIGHTS, ACTIONS, CAUSES OF ACTION, EXPENSES, AND SUITS OF ANY KIND WHATSOEVER, FORESEEN OR UNFORESEEN, FOR PERSONAL INJURY, WRONGFUL DEATH, DAMAGE TO PROPERTY, OR OTHERWISE RESULTING FROM MY PARTICIPATION IN THE PROGRAM AND/OR THE ACTS OR OMISSIONS OF THE 5 AM PARTIES, INCLUDING ANY AND ALL NEGLIGENT ACTS, WHETHER ACTIVE OR PASSIVE, IRRESPECTIVE OR WHETHER SUCH INJURIES, DEATH, OR DAMAGES OCCUR PRIOR TO, DURING OR AFTER THE PROGRAM.

I HAVE CAREFULLY READ THIS RELEASE FROM LIABILITY AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I AM AT LEAST 18 YEARS OF AGE. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND 5 AM AND I SIGN IT OF MY OWN FREE WILL, AND INTEND IT TO BE LEGALLY BINDING FOR ANY AND ALL PARTICIPATION THAT I MAY HAVE AT THE 5 AM FACILITY FOR ANY AND ALL PROGRAMS, WHETHER NOW OF HEREINAFTER AT ANY TIME.

Signature

Date Signed

Print Name

Phone

Address

Email