



ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

In consideration of the services of Jay Cutler, his agents, affiliates, employees, agents, representatives, successors, and assigns (hereinafter collectively referred to as "Trainer") I hereby agree to release and discharge Trainer, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. By accepting these terms, I will not hold Trainer responsible for any injury, illness, allergic reaction, or lack of results while engaged in a diet or fitness program or at any time in the future. I acknowledge that Trainer is NOT a physician, licensed dietician, licensed nutritionist, certified personal trainer, or any other licensed/certified professional. I completely acknowledge that I am simply receiving advice and that it is my choice to adhere to the provided advice. My participation in this program is voluntary, and by signing this waiver I accept responsibility for any harm, injury, illness or death that may result from my participation.
2. I understand that it is my responsibility to consult with my physician before starting a nutrition and fitness program with Trainer. I hereby affirm that I am in good physical condition and do not suffer from any mental or physical disability which would prevent or limit my participation in a program provided by Trainer.
3. I understand that I am participating in a program of strenuous physical activity including but not limited to walking, hiking, running, swimming, biking, resistance training, weight training, cardiovascular exercise and the use of conditioning and exercise equipment.
4. I fully understand that I may suffer injury and even death as a result of my participation in the program and I hereby release Trainer from any and all liability now and in the future, including but not limited to medical expenses, lost wages, pain and suffering that may occur by reason of heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/lower back/foot injuries and any other illness, soreness or injury, however caused, whether occurring during or after my participation in the program regardless of fault.
5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Trainer from any and all claims, demands, or causes of action, which are in any way connected with my participation in the Trainer diet or training program, including such claims which I, my children, parents, heirs, assigns, personal representative and estate have or may have that allege ordinary negligent acts or omissions of Trainer.
6. Any advice regarding dietary supplements provided by Trainer is strictly done so by opinion only, and these products may not have been approved by the FDA. Any companies or products mentioned by Trainer are not affiliated with Trainer and Trainer is not liable for any negative repercussions. By agreeing to these terms I am accepting that I will not hold Trainer accountable for any issues, health related or non-health related that may result from consuming a product suggested or recommended by Trainer. I understand that I am responsible for understanding my own body and the health risks involved in consuming a dietary supplement.
7. I agree that the foregoing liability waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the state of Nevada and that if any portion thereof is held invalid, it is agreed that the remaining provisions shall continue in full force and effect. Likewise, I agree that if legal action is brought, it must be brought in Clark County, Nevada.
8. I have read this liability waiver and assumption of risk and fully understand its terms. I understand that I am giving up my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law in the State of Nevada.

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 and indemnity agreement. 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 Trainer for Trainer's negligence, or for any defective product used while receiving personal training from Trainer. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Date: _____ Print Name: _____ Sign Name: _____