

# Move More Often LLC

## Waiver and Participation Agreement

The parties to the attached contract agree to be bound by the following clauses which are hereby made a part of the contract.

I, \_\_\_\_\_, through the purchase of training session(s), and guidance, have agreed to voluntarily participate in an exercise program, including, but not limited to, cardiorespiratory, muscular, and flexibility training under the guidance of Move More Often LLC. I hereby stipulate and agree that I am physically and mentally sound and currently have no physical conditions that would be aggravated by my involvement in an exercise program.

I understand and am aware that physical-fitness activities, including the use of equipment, are potentially hazardous activities. I am aware that participating in these types of activities, even when performed properly, can be dangerous. I agree to follow the verbal instructions issued by the personal trainer. I am aware that potential risks associated with these types of activities include, but are not limited to: death, fainting, disorders in heartbeat, serious neck and spinal injuries that may result in complete or partial paralysis or brain damage, serious injury to all bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal system, and serious injury or impairment to other aspects of my body, general health, and well-being.

I understand and am aware that I may be participating in a virtual platform that will consist of group forums, cardiorespiratory, muscular, and flexibility training, and wellness consultations, under the guidance of Move More Often LLC and accept sole responsibility for my safety and for any and all injuries that may occur.

I understand that I am responsible for my own medical insurance and will maintain that insurance throughout my entire period of participation with Move More Often LLC. I will assume any additional expenses incurred that go beyond my health coverage. I will notify Move More Often LLC of any significant injury or change in health status that requires medical attention (such as emergency care, hospitalization, etc.)

I understand that my membership and participation with Move More Often LLC can be terminated at any time, at the sole discretion of Move More Often LLC due to, but not limited to, misconduct, hate speech, discrimination, racism, sexism, sexual harassment, acts of violence, threats, bullying, cyberbullying, and any criminal activity. I understand that any remaining sessions will not be refunded to me, and I will be barred from future participation.

I acknowledge that Move More Often LLC is under no obligation to provide me equipment and may do so circumstantially, for temporary use, at its sole discretion. Either Move More Often LLC or I will provide the equipment to be used in connection with workouts, including, but not limited to, benches, dumbbells, barbells, and similar items. I represent and warrant any and all equipment I provide for training sessions is for personal use only. Move More Often LLC has not inspected my equipment and has no knowledge of its condition. I understand that I take sole responsibility for my equipment. I acknowledge that although Move More Often LLC takes

# Move More Often LLC

precautions to maintain the equipment, any equipment may malfunction and/or cause potential injuries. I take sole responsibility to inspect any and all of my or Move More Often LLC's equipment prior to its temporary use.

Although Move More Often LLC will take precautions to ensure my safety, I expressly assume and accept sole responsibility for my safety and for any and all injuries that may occur. In consideration of the acceptance of this entry, **I for myself and for my executors, administrators, and assigns, waive and release any and all claims against Move More Often LLC and any of their staffs, officers, officials, volunteers, sponsors, agents, representatives, successors, or assigns and agree to hold them harmless from any claims or losses, including but not limited to claims for negligence for any injuries or expenses that I may incur while exercising or while traveling to and from training sessions.** These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with Move More Often LLC.

**NON-ASSIGNMENT CLAUSE:** This contract may not be assigned by the client, or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without Move More Often LLC's previous written consent, and attempts to do so are null and void.

**NON-DISCRIMINATION REQUIREMENTS:** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the client will not discriminate against any employee or applicant for employment of Move More Often LLC, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Any discrimination will lead to immediate termination of services with no refund issued.

**CONFLICTING TERMS:** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) the terms of this agreement shall control.

**GOVERNING LAW:** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**PAYMENT:** Payment in full is required prior to services being rendered, including any co-pays for which the patient may be responsible.

# Move More Often LLC

**SERVICE OF PROCESS:** In addition to the methods of service allowed by the State Civil Practice Law & Rules (“CPLR”), the client hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon clients’ actual receipt of process or upon Move More Often LLC’s receipt of the return thereof by the United States Postal Service as refused or undeliverable.

## **COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY**

**LAWS:** Client shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

**ADMISSIBILITY OF REPRODUCTION OF CONTRACT:** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the client acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

**Entire Contract:** This Contract constitutes the entire agreement between the Parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained or referenced herein shall be binding or valid. This Contract shall not be changed, modified, or altered in any manner except by a written instrument executed by the Parties.

**Severability:** In the event that any provision of this Contract is declared or found to be illegal, unenforceable, ineffective, or void, then each Party shall be relieved of any obligation arising from such provision. The balance of this Contract shall remain in full force and effect, if capable of performance

**Term of Contract:** This Contract shall be valid for the period specified at the time of enrollment unless extended by an Amendment.

# Move More Often LLC

I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress.

HAVING READ THE ABOVE TERMS AND INTENDING TO BE LEGALLY BOUND HEREBY AND UNDERSTANDING THIS DOCUMENT TO BE A COMPLETE WAIVER AND DISCLAIMER IN FAVOR OF MOVE MORE OFTEN LLC, I HEREBY AFFIX MY SIGNATURE HERETO.

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Client's name (please print clearly)

\_\_\_\_\_  
Client's signature

Date: \_\_\_\_\_

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Client's address

\_\_\_\_\_  
Parent/guardian signature (if applicable)

Date: \_\_\_\_\_

\_\_\_\_\_  
Personal trainer's signature

Date: \_\_\_\_\_

