

WAIVER & RELEASE

By consenting to receive the FITSTYLE BY SHANA Text Tips and any other subscription services offered by FITSTYLE, you enter into this Agreement with Zoefit, LLC, a Connecticut Limited Liability Company with its principal offices located at 118 Edwards Street, New Haven, CT 06511 (referred to herein as “Trainer” or “FITSTYLE”) which will be providing the FITSTYLE Text Tips and emails subject to the following terms and conditions. The terms “You” or “Client” refer to you, the recipient of FITSTYLE Text Tips.

You also consent to receive text messages from Trainer as requested at a non-specific frequency and as frequently as you request such text messages, but at least daily. Your consent to receive text messages that you did not request is not required as a condition of purchase, except for such text messages that are in fulfillment of a purchased order from FITSTYLE.

ASSUMPTION OF RISK: Client is aware that all activities associated with receiving personal training instruction from Trainer including, but not limited to, activities involving FITSTYLE Text Tips, aerobic exercise, stretching exercise, running and weight lifting, as well as additional strenuous exercise and/or exertion of strength, and other sustained physical activities which place stress on the cardio respiratory and muscular systems (collectively referred to as “Training”), are and can be hazardous activities that include certain risks and dangers, including but not limited to, catastrophic injuries, including paralysis, other serious injury and death. CLIENT VOLUNTARILY ACCEPTS FULL RESPONSIBILITY FOR ALL RISKS INVOLVED, INCLUDING RISKS FROM PARTICIPATING IN ANY WAY IN THE TRAINING, USE OF THE TEXT TIPS, USE OF EQUIPMENT PROVIDED BY THE TRAINER, USE OF EQUIPMENT, APPLICATIONS, CLASSES OR OTHER RESOURCES RECOMMENDED BY TRAINER OR USE OF EQUIPMENT CLIENT PROVIDES, WHETHER THE TRAINING OCCURS AT A STUDIO, PARK, OR CLIENT’S HOME OR AT ANY OTHER LOCATION. CLIENT AGREES NOT TO SHARE FITSTYLE TEXT TIPS WITH ANY OTHER PERSON AS FITSTYLE TEXT TIPS MAY NOT BE SUITED FOR OTHERS WHOSE HEALTH AND PHYSICAL CONDITION MAY BE DIFFERENT FROM CLIENT.

WAIVER: In consideration of Client’s participation in the Training provided by Trainer, Client, Client’s heirs, executors, administrators or assigns, do hereby release, waive, discharge and covenant not to sue Trainer and/or its members, managers, officers, directors, agents, and affiliated entities (Hereinafter referred to as “Releases”) from liability, from any and all claims, including the negligence of Trainer resulting in personal injury, accident or illnesses (Including Death) and property loss arising from, but not limited to, participation in the Training and use of facilities, premises or equipment wherever located and by whomever provided. In further consideration for the right to use equipment provided by Trainer or equipment at another location, Client acknowledges and agrees that Trainer has not inspected the equipment at the Location or the suitability for the training. Client expressly releases, holds harmless, discharges and indemnifies (Including but not limited to costs and attorney’s fees) Trainer and Releases for any loss, injury or damage (including Death) from any cause, including negligence arising out of any location, and/ or arising out of the use of Client’s equipment or equipment provided by Trainer.

SPECIFIC WAIVERS AND LIMITATIONS OF WARRANTY AND LIABILITY:

ALL CONTENT, PRODUCTS AND SERVICES ON THE FITSTYLE WEBSITE (HEREINAFTER REFERRED TO AS “SITE”), OR OBTAINED FROM A WEBSITE TO WHICH THE SITE IS LINKED (A “LINKED SITE”) ARE PROVIDED TO YOU “AS IS” WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF QUALITY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO SUCH GOODS, INFORMATION, SERVICES, PRODUCTS, AND MATERIALS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOU ACKNOWLEDGE THAT YOU HAVE NOT BEEN INDUCED BY ANY STATEMENTS OR REPRESENTATIONS OF ANY PERSON OR ENTITY WITH RESPECT TO THE QUALITY OR CONDITION OF THE GOODS AND/OR SERVICES AND THAT NO SUCH STATEMENTS OR REPRESENTATIONS HAVE BEEN MADE. YOU ACKNOWLEDGE THAT YOU HAVE RELIED SOLELY ON THE INVESTIGATIONS, EXAMINATIONS, AND OTHER DUE DILIGENCE THAT YOU HAVE CHOSEN TO MAKE AND THAT THE WE HAVE AFFORDED YOU WITH THE OPPORTUNITY FOR FULL AND COMPLETE INVESTIGATIONS, EXAMINATIONS, AND OTHER DUE DILIGENCE.

Except as prohibited by law, if there is liability found on our part, you agree that it will be limited to the amount paid for the products and/or services purchased by or for you through FITSTYLE, and under no circumstances will there be consequential, punitive, or any other kind of exemplary damages, even the Trainer, or an authorized representative of Trainer, has been notified orally or in writing of the possibility of such damage. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. You may have other rights that are in your jurisdiction.

For jurisdictions that do not allow the Trainer to limit our liability:

Notwithstanding any provision of these Terms, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible by law. Specifically, in jurisdictions where it is not legally permitted, we do not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of its officers, employees or agents; or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.

SEVERABILITY AND JURSDICTION: Client further expressly agrees that the foregoing provisions in this Agreement are intended to be as broad and inclusive as permitted by the laws of the State of Connecticut and if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Client further acknowledges and agrees that this Agreement shall be governed by and shall be construed in accordance with the laws of the State of Connecticut. Any claims or legal actions by one party against the other shall be commenced and maintained in the state courts of the State of Connecticut, and the parties hereby submit to the jurisdiction and venue of any such court in New Haven County, except as required by applicable consumer law.

INDEMNIFICATION AND HOLD HARMLESS: Client also agrees to INDEMNIFY AND HOLD Trainer and all Releases harmless of any and all claims, actions, suits, procedures, costs, expenses, duties and liabilities, including attorney's fees brought as a result of Client's use of the FITSTYLE Text Tips and to reimburse Trainer for any such expenses incurred.

OPT OUT: Client has the right to "opt out" of receiving the FITSTYLE Text Tips at any time by simply emailing the webmaster at provide hello@fitstylebyshana.com and asking to be removed from the recipient list or by texting 'STOP, REMOVE, OPT OUT or CANCEL' to 203-687-4037. Client also has right to "unsubscribe" from the newsletter at any time by clicking unsubscribe at the bottom of the email.

ACKNOWLEDGEMENT OF UNDERSTANDING: Client has read the Assumption of Risk, Waiver of Liability, provisions in this Agreement and Client understands that Client is giving up substantial rights, including Client's right to sue. Client acknowledges that Client is 18 years or older and consenting to the

Agreement freely and voluntarily and intends, by Client's consenting to receive the FITSTYLE Text Tips that this document be a complete and unconditional release of liability to the greatest extent of the law. Client further certifies that Client has fully read and understands the terms of this agreement and will comply with the contents herein.