



**WAIVER, RELEASE AND INDEMNITY AGREEMENT**

1. I understand that participation in any exercise program, while pregnant or immediately following a pregnancy, may increase the risk of injury to myself and, if applicable, to my unborn child. I represent to PREGNANCY FITNESS that I have consulted with my physician regarding my participation. My physician has informed me of the risks that I may encounter and has given me permission to participate in this pre/post-natal exercise program. I understand that I would not be accepted in this program if participation was against my physician's orders.

2. I understand that the level of my participation in the exercise program and which exercises to perform must be determined by me, in consultation with my physician, and that PREGNANCY FITNESS and the instructor are not responsible for the intensity of my participation.

3. I understand that the instructor is not a physician, nurse, or emergency medical technician, and that the instructor and PREGNANCY FITNESS, by making the exercise program available, are not undertaking any responsibility regarding my medical condition(s). If my medical condition should change (e.g. pain, bleeding, discharge or cramps), I will discontinue the exercise program and will immediately consult with my physician about continuing or resuming participation in this or any exercise program.

4. I hereby personally assume any and all risks associated with participating in this exercise program.

5. I hereby release, indemnify and hold harmless PREGNANCY FITNESS, its respective directors, officers, parents, subsidiaries, affiliates, agents and the instructors of the exercise program I have chosen to attend, from any and all claims, demands, personal injuries, costs, or expense, (including attorney's fees) arising from or relating in any way to my or my child's participation in the pre/post-natal exercise program.

6. Should a provision of this agreement or portion thereof be found invalid or void as against public policy by any court of competent jurisdiction, the remainder of this agreement shall nonetheless remain in full force and effect.

I acknowledge that I have read and understand this Waiver, Release and Indemnity Agreement and have been given the opportunity to ask any questions and have received and understand all of the information which was provided. In witness whereof, I have signed this Waiver, Release and Indemnity Agreement.

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness Signature \_\_\_\_\_ Date \_\_\_\_\_