

Informed Consent, Waiver, Release and Non-Compete Agreement

This release is entered into between the undersigned and Bodies In Motion SC, LLC its officers, subsidiaries, affiliates, and executors in addition to the State of South Carolina. The purpose of Bodies In Motion SC, LLC is to provide fitness instruction and coaching for various levels of athletes/individuals.

The undersigned hereby acknowledges that the following was explained to me and/or agree to the following:

1. Acknowledges that Bodies In Motion SC, LLC is not a medical facility and is not trained in any way to provide medical diagnosis, medical treatment, or any other type of medical advice.
2. Acknowledges that coaching/training is another tool for teaching athletes/individuals about fitness, and that Bodies In Motion SC, LLC does not guarantee that either good or bad will occur nor guarantees the training advice given by Bodies In Motion SC, LLC will produce good nor bad results.
3. Acknowledges that the undersigned has been told if they feel tired, feel pain or feel out of the ordinary in any way either related to training, or otherwise, that the undersigned should contact a physician at once.
4. Acknowledges that boot camps, aerobic classes, martial arts, kick boxing, running, kung-fu, weight training, obstacle courses, pilates, and any other related sports are an extreme test of one's mental and physical limits and carry with it potential for damage or loss of property, serious injury or death. That the undersigned assumes the risks of participating in these types of events/activities including the elements of a natural environment, that they are fit, and they have a regular medical physician they can contact regarding any medical problems that they might develop. That the undersigned expressly waives, releases, discharges and agrees not to sue for any liability of death, disability, personal injury, or action of any kind by Bodies In Motion SC, LLC for the undersigned participating in said sporting events and/or training.
5. That any information obtained by Customer/Client while enrolled in programs provided by Bodies In Motion SC, LLC regarding the nature of Owner's business, services, fees programs, materials, commissions, customers, or any of its activities, is highly confidential, and is important to the Owners, and to the effective operation of the company's business. Customer/Client therefore agrees that while enrolled in Bodies In Motion SC, LLC and at any time after the enrollment, Customer/Client will make no disclosure of any kind, directly or indirectly, concerning any such confidential matters relating to the business of the Owners.
6. Participant agrees that Bodies In Motion SC, LLC has a legitimate business interest in its valuable confidential business information, customer goodwill, the specialized training provided by Bodies In Motion SC, LLC to participants, and that it's operation is intended to result in an expanding network of existing and prospective clients and the establishment of goodwill, name recognition, and referrals within the state of South Carolina. In recognition of these legitimate business interests, participant agrees while participating in the services under this agreement, and for a period of twenty-four(24) months thereafter, participant shall not compete with Bodies In Motion SC, LLC in any way, including, but not limited to, providing services in the state of South Carolina for another Fitness-type program (whether or not such program is described as a fitness program), forming or establishing a fitness-type program in the state of South Carolina (whether or not such organization is described as a fitness program , or utilizing Bodies In Motion SC, LLC valuable confidential business information in any other business, program or activity.

7. Bodies In Motion SC, LLC reserves the right to cancel classes for trainer's illness, rain-out, and/or for any major holidays, i.e. New Year's Day, Memorial Day, July 4th, Thanksgiving, Christmas and any others to be determined. All efforts will be made to find a qualified substitute in the event of a trainer's illness. Bodies In Motion SC, LLC will schedule two(2) substitute days in any give month as make up days.

Checkmark the following:

_____ I agree not to use foul language during training. Any violation will result in twenty push-ups per occurrence.

_____ I understand that photos or video may be taken during the course of my involvement in training, which may be used for promotional purposes. I understand that my "before & after" photos will not be used for any promotional purposes unless I give written authorization.

_____ I understand that diet and nutrition will affect my fitness goals and performance during training.

_____ I will bring a positive attitude, and expect to have fun!

_____ I understand *Bodies in Motion SC, LLC* will charge me a \$35 fee for any returned checks.

Your signature will be required, and you agree to the terms as stated.

Printed Name

Sign Name

Date