

## **BESST WORKOUTS ACKNOWLEDGEMENT OF RISK & WAIVER OF LIABILITY**

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Bess Harrington Carter has a Personal Training Certification from the National Academy of Sports Medicine, but you agree to get permission and clearance from your doctor prior to starting any exercise program distributed by Bess Harrington Carter.

Bess Harrington Carter has a Pre- and Post- Natal Fitness Training Certification but you agree to get permission and clearance from your doctor prior to starting any workouts in the Pregnancy Fitness Guide or any other workout program distributed by Bess Harrington Carter. You must consult your physician and OB/GYN prior to starting the workouts in the Pregnancy Fitness Guide. These workouts should only be used by those who are in good physical shape. Do not start a new exercise routine while pregnant. Do not do these workouts without prior clearance from your doctor.

Bess Harrington Carter also has a Fitness Nutrition Certification but is not a Registered Dietician so consult with your doctor prior to starting any different nutrition program. You understand BessHarringtonCarter, LLC may simply provide healthy snacks and recipe ideas as well as a sample meal plan or two for examples, but in no way should your diet rely on these suggestions.

**BEFORE BEGINNING ANY WORKOUTS PROVIDED BY BESS HARRINGTON CARTER, YOU MUST READ THIS ACKNOWLEDGEMENT OF RISK, WAIVER AND RELEASE OF CLAIMS (THIS "AGREEMENT") VERY CAREFULLY. IF AN ACCIDENT WERE TO OCCUR INVOLVING YOU, YOU WOULD BE GIVING UP LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS AGREEMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS AGREEMENT, YOU SHOULD NOT BUY THE PROGRAM OR WORKOUT SUBSCRIPTION, AND SEEK ADVICE FROM YOUR LEGAL COUNSEL.**

I, client, recognize and acknowledge that as a recipient of the personal training services, workouts, videos and nutrition programs provided by BessHarringtonCarter, LLC, I will periodically engage in strenuous physical activities involving the use of weight training and other exercise equipment such as treadmills, free weights, elliptical machines, exercise bikes, chest presses and squat racks among other equipment, which activities entail the risk of serious and other injuries, including, but not limited to: broken bones, strains, sprains, bruises, concussions, heart attack, viral or other pathogen infection, and in some cases, permanent disability and even death. I also understand that severe social and economic loss might result not only from my own actions but also from the actions, inactions or negligence of others, or the condition of the premises or equipment

used in connection with such activities. Nevertheless, I agree to assume the risk of injury, damage, or loss regardless of severity that I, my minor/ward, or other family member or kin may sustain as a result of the activities I engage in as the workouts, personal training services, videos and nutritional programs offered by BessHarringtonCarter, LLC.

Accordingly, ***I agree to waive, relinquish, discharge, release, and covenant not to sue BessHarringtonCarter, LLC or its affiliated and/or subsidiary corporations and related entities, their members, owners, officers, directors, partners, employees, consultants, contractors, advisors, agents, insurers, attorneys and volunteers, from any and all rights, claims of injury, demands, causes of action, damages, liabilities or loss that I, my minor/ward, or other family member may have or that may accrue to me, my minor/ward, or other family members arising out of, connected with, or in any way associated with the services provided by BessHarringtonCarter, LLC.*** Notwithstanding the foregoing and any other provision of this Agreement, I do not waive any rights that I may seek redress due to the reckless, intentional, and wrongful conduct of others.

I agree that I am at least 18 years of age or older and have the legal ability to enter into the terms, conditions, representations, and warranties in the Terms of Service and in this Waiver of Liability. Use of the Besst Workouts App is limited to individuals 18 years of age or older. Your use of the app affirms that you are at least 18 years of age. By accepting this agreement, you are affirming that you are 18 years of age or older and have the legal ability to enter into the terms, conditions, representations, and warranties in the Terms of Service. Besst Workouts will not be held liable, so far as the law permits, in any way for use of this app and website by persons under the age of 18.

BessHarringtonCarter, LLC has permission to use my name, biographical or occupational description, phrases regarding me (or incidents or anecdotes concerning me), portrait, picture, likeness or voice or any or all of them in a recording, videotape, television production or reproduction, sound track recording, film strip, still photograph, magazine, printed publication, CD-ROM, DVD, podcast, on an Internet site, blog, vlog, or other social media site or site with user-generated content including but not limited to Instagram, YouTube, Facebook, MySpace, and Twitter, in a printed publication or otherwise. I hereby grant to the Company, its successors, assigns and anyone acting under its authority or permission the right to make originals where appropriate and to use for any lawful purpose (including publicity and other trade

purposes) throughout the world and reproduce at any time in any form or manner and to copyright any of the items referred to in the preceding paragraph. I hereby release the Company, its successors and assigns of and from any claim, which I might otherwise have as a result of any such use, copyright or publication.

By purchasing, you are agreeing not to teach or reproduce, in any way, any of the exercises, movements, class formats or workout structure from Besst Workouts, its' agents or employees, or materials affiliated with it. These assets are the unique proprietary property of BessHarringtonCarter, LLC. Any effort to reproduce these assets without our express written permission will be enforced to the maximum extent permitted by law and will include, but not limited to, injunctive relief, actual and punitive damages as well as attorney fees.

All Parties irrevocably consent to venue in the Mecklenburg County District Court, Mecklenburg County Superior Court, or the United States District Court for

You further agree that you have no medical or other condition, which would prohibit you from participating in any of the workouts or programs. This Agreement constitutes the entire agreement of the Parties on the issues contained in this Agreement and supersedes all prior oral agreements, and/or memoranda. This Agreement may only be modified in writing with the written consent of both Parties. This Agreement is intended to bind only the Parties hereto, and their successors, and may not be assigned by either Party without the express written consent of the other. In the event that a court determines that a specific provision of this Agreement is invalid, all other provisions of this Agreement shall survive and remain valid.

**I have read this Agreement thoroughly and fully understand it. I enter into it voluntarily on behalf of myself, my spouse, my heirs, next of kin, assigns, personal representatives, related individuals and related entities. No one has made to me any representations, statements or inducements that change or modify anything written in this Agreement.**