

ASSUMPTION OF RISK, WAIVER & RELEASE OF LIABILITY, & INDEMNITY AGREEMENT

FIRST: Refinery Fitness LLC (FKA Rhinebeck Kettlebell Club LLC), and all of its members, affiliates, locations, related entities, employees, agents, representatives, heirs, successors, and assigns) are the Studio (“Studio”).

SECOND: By reviewing and agreeing to this waiver, you recognize yourself as the member and/or client (“Client”) in this agreement.

THIRD: You understand that the studio may be unsupervised. You understand and agree to this waiver knowing that you may be exercising alone, supervised or unsupervised. By agreeing to this waiver, you agree that you are exercising at your own risk and any and all of the stipulations in this waiver apply to you, whether the facility, at the time of your use or otherwise, is supervised or unsupervised.

DECLARATIONS: This Agreement is entered into between the Studio and Client listed above. The provision of personal training services by Studio to Client, and Client’s use of any premises, facilities or equipment are contingent upon this Agreement.

ASSUMPTION OF RISK: You (Client) agree that if you engage in any physical exercise or activity, including personal training, or enter our (Studio) premises or use any facility or equipment on our (Studio) premises for any purpose, you do so at your own risk and assume the risk of any and all injury, damage, or death you may suffer, whether while engaging in physical exercise or not. This includes injury, damage, or death sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by the Studio or otherwise, including injuries, damages, or death arising out of the negligence of the Studio, whether active or passive, or any of the Studio's affiliates, employees, agents, representatives, successors, and assigns. Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), sports fields, courts, or other areas, locker rooms, bathrooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, lobby or other general areas of any facilities, or any equipment. You assume the risk of your participation in any activity, class, course, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, yoga, martial arts, aerobic activities, anaerobic activities, aquatic activities, tennis, basketball, volleyball, racquetball, or any other sporting, recreational, health, wellness, or social endeavor. You understand that the studio may at times be unsupervised, and you represent that you are voluntarily participating in any of (but not limited to) the activities listed in this waiver at your own risk, whether supervised or unsupervised. You assume all risk of injury, illness, damage, death, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of the Studio or otherwise. You represent that you do not have a medical, physical, mental, or emotional condition (or combination thereof) that may preclude you from performing any and all (but not limited to) activities listed in this paragraph. If such conditions

exist, you agree to have explicitly declared so in writing before participating in any or all activities listed above.

RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge the Studio (and Studio's affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of the Studio, whether active or passive, or any of the Studio's affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from the Studio's facility or from personal training, including injuries resulting from the Studio's or anyone else's negligent inspection or maintenance of the facility or premises.

INDEMNIFICATION: By execution of this agreement, you hereby agree to indemnify and hold harmless the Studio from any loss, liability, damage, death or cost the Studio may incur due to the provision of personal training by the Studio to you.

ACKNOWLEDGMENTS: You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. You acknowledge that the Studio offers a facility and services to his/her clients encompassing the entire recreational and/or fitness spectrum. The Studio is not in the business of selling weightlifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by the Studio. You acknowledge and agree that the Studio does not place such items into the stream of commerce. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against the Studio for its negligence, or for any defective product used while receiving products and/or services from the Studio. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Signed,

Client Name Print

Client Name Signed

Date