

**ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

I, the undersigned (“Participant”), hereby acknowledge and agree that my use of the facilities, services, equipment or premises of PINNACLE ELITE FITNESS, INC. (“Pinnacle”) and Seiji Ishii (“Trainer”) involves risks of injury to persons and property, including but not limited to injuries arising from use by me of exercise equipment and machines; injuries arising from participation by me or others in supervised or unsupervised activities or programs at Pinnacle; injuries and medical disorders arising from exercising at Pinnacle or with Trainer, such as heart attacks, strokes, heat stress, sprains, broken bones and torn muscles and ligaments, among others; and accidental injuries occurring anywhere at the Pinnacle. **I assume full responsibility for all such risks, even if they are created by the carelessness or active or passive negligence of Pinnacle or the Trainer.**

I hereby release and hold Pinnacle, its directors, officers, employees and agents, as well as the Trainer harmless from all liability to me, and my personal representatives, assigns, and heirs for any loss or damage. **I forever give up any claim or demands therefore, on account of injury to my person or property including injury leading to my death, whether caused by the active or passive negligence of Pinnacle or the Trainer, while I am in, upon, or about the premises of Pinnacle or using any fitness facilities, services or equipment of Pinnacle or the Trainer.** This release and waiver is granted in consideration of my being permitted to enter Pinnacle’s facility for any purpose including, but not limited to (i) the observation, (ii) the use of facilities, services or equipment, or (iii) the participation in any programs, classes and sporting events.

I also hereby agree to indemnify Pinnacle and the Trainer from any loss, liability, damage or costs Pinnacle or the Trainer may incur due to my presence in, upon, or about the premises of Pinnacle, or my observation or utilization of the facilities, or equipment of Pinnacle of Trainer, whether caused by the active or passive negligence of Pinnacle, the Trainer or otherwise. I represent (a) that I am in good physical condition and have no disability, illness, or other condition that could prevent me from exercising without injury or impairment of health, and (b) that I have consulted a physician concerning an exercise program that will not risk injury to me or impair my health.

I am aware that there is no obligation for any person to provide me with medical care during my time at Pinnacle. If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time that the care is rendered.

I grant my permission to Pinnacle and the Trainer and of their transferees and licensees, to utilize any photographs, motion pictures, videotapes, recordings and any other references or records of my training which may depict, record, or refer to me for any purpose, including commercial use, by Pinnacle, its sponsors, associate coaches and their licensees.

I agree to abide by the verbal or written rules of Pinnacle and Trainer for any individual training or training camps. I acknowledge that, if I violate any of these rules, I may be removed from the training and the permission for me to participate in the training may be withdrawn by representatives of Pinnacle.

I further expressly agree that the foregoing assumption of risk, release, waiver and indemnity agreement is intended to be used as broad and inclusive as is permitted by the law of the State of Texas, and that if any portion hereof is invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. This agreement shall be governed by the laws of the State of Texas and venue for any claim shall be Travis County, Texas.

I HAVE READ THIS AGREEMENT AND AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Participant:

Printed Name: _____

Signature: _____

Date: _____

Witnessed by: _____

If the participant is under 18 years of age, the parent agrees to the following statements:

As a parent or guardian of the above named participant, I authorize the child to participate. I also join in the statements and agreements made by the participant in this document. I agree that, in the event participant or anyone acting on his or her behalf, should make any claims, I will provide the indemnities described above.

Parent of Participant _____ Date _____
(Required if participant is under 18 years of age)

Please sign and fax to: (866) 859-0145 (toll free) AND mail the original to:

Pinnacle Elite Fitness
c/o coachseiji.com
1501 West 5th Street
Suite 104
Austin, TX 78703

Thank you and I look forward to working with you to achieve your training and racing goals!