



## FITNESS TRAINER'S RELEASE OF LIABILITY

**INFORMED CONSENT.** The Client acknowledges, certifies, and accepts the following:

**Physical Condition:** The Client assures the QUEZFIT, LLC Fitness Trainer that he/she is in adequate physical condition to participate in exercise despite any current medical conditions he/she may possess. The Client understands that it's his/her responsibility to have a physical and a medical background check before participating in the exercise program.

**Assumption of Risk:** The Client assumes the risk of physical injury from any advice, instruction, or action conducted during or as a result of a exercise session with the Fitness Trainer. The Client agrees and he/she assume all responsibility for the Client's participation in the exercise sessions.

**Reporting Discomfort:** The Client assures the Fitness Trainer that if she/he experiences discomfort, distress, or uncomfortable feelings will be immediately brought to the attention of the Fitness Trainer.

**Indemnification:** The Client assures that he/she will NOT hold the Fitness Trainer, the Fitness Trainer's employer, or any other entity or individual connected to QUEZFIT, LLC or its owner, directly or indirectly, liable for any result that the Client experiences from the exercise sessions.

**Refunds and Cancellation policy:** All sales from QUEZFIT, LLC are FINAL and all charges from those sales are non-refundable. Once a subscription is purchased or renewed via automatic charge, it is non-refundable. To cancel your subscription the Client will go to “Update Payment Details” under the dropdown menu in your Dashboard. Then click Cancel. The Client will still have access to the program for the remainder of the Client’s current billing cycle. Upon expiration of the Client’s subscription, the Client will no longer have access to exclusive video demonstrations and newly released workout programming.

**Exclusive Terms and Conditions:** The Client understands and agrees that no part of the QUEZFIT, LLC website (QUEZFIT.com) will be reproduced in whole or in part in any manner without the permission of the copyright owner of QUEZFIT LLC.

- The Client understands and agrees that no part of the materials available through the QUEZFIT.com website may be copied, photocopied, reproduced, translated or reduced to any electronic medium or machine-readable form, in whole or in part, without prior written consent of QUEZFIT, LLC. The Client understands and agrees that any other reproduction in any form without the permission of QUEZFIT, LLC is strictly prohibited.
- The Client understands and agrees that he/she may not reproduce, share, distribute, modify, transfer, or upload QUEZFIT, LLC eBooks or digital products to the internet, in whole or in part, without expressed written consent from QUEZFIT, LLC (see above).
- The Client understands and agrees QUEZFIT, LLC exclusive video demonstrations are for subscribed users only. No part of this program may be copied, shared, or changed in any format, or sold, under any circumstances. Purchased QUEZFIT, LLC subscriptions are strictly for the Client’s use.
- The Client understands and agrees that QUEZFIT, LLC programs are prohibited from being shared via any digital or physical medium. File sharing is strictly prohibited and will be subjected to litigation.

**Disputes/Litigation:** The Client understands and agrees that any dispute arising out of the Client's business relationship with QUEZFIT, LLC will be submitted to the American Arbitration Association and any litigation will be governed by the laws of the State of Florida. The Client further understands and agrees that each party is responsible to pay their own litigation costs, attorneys fees that may be incurred in any litigation and the Client understands and agree that the prevailing party will be entitled to the recoupment of his/her attorney fees as by the Arbitrator in any arbitration proceeding.

