



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

All coaching services and communication, email or otherwise, delivered by Jessica Hoeffner, (your "Coach"), as well as information set forth by GIGACalisthenics and any information on gigacalistic.com are meant to help you identify the areas in your life and in your thinking that may be standing in your way to achieve your goals. However, coaching is not professional mental health care or medical care. If you feel psychologically stressed to the point that it is interfering with your ability to function, please have the courage to seek the help you need in the form of a professional counselor. Coaching may augment your therapy, but the work of coaching is meant to be done when major emotional and psychological wounds are already healing or healed. Purchasing coaching services from your Coach, you confirm that you have read and agree to each statement and that you wish to proceed:

- You understand and agree that you are fully responsible for your well-being during my coaching sessions, and subsequently, including my choices and decisions. You acknowledge that you, the Client, take full responsibility for your life and well-being, as well as the lives and well-being of your family and children (where applicable), and all decisions made during and after the duration of the your health coaching sessions. You expressly assumes the risks of nutrition coaching sessions, including the risks of trying new foods, and the risks inherent in making lifestyle changes.
- You understand that coaching is not a substitute for counseling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment, and you will not use it in place of any form of therapy. You understand that the coaching services you will be receiving from my Coach are not offered as a substitute for professional mental health care or medical care and are not intended to diagnose, treat or cure any mental health or medical conditions. You also understand that your Coach is not acting as a mental health counselor or a medical professional. You understand that you should discuss dietary changes, prescription changes, or potential dietary supplements with your doctor, and should not discontinue any prescription medications without first consulting your doctor. You understand that coaching sessions are in no way intended to be construed as medical advice or care. You, the Client, should continue regular medical supervision and care by their primary care physician. You understand that it is your responsibility to consult with your physician before starting any exercise program and before making any lifestyle changes regarding your health.
- You understand that education is to enhance your knowledge of health as it relates to food, and behaviors associated with eating is not a substitute for the diagnosis, treatment, or care of disease by a medical provider. You understand that all comments and ideas offered by the Coach are solely for the purpose of aiding you in achieving your defined goals. You understand that any nutritional or health information is not treatment and is not a prescription. Your coach is not a registered dietician and is unable to treat any metabolic medical condition or any other medical condition. You have the ability to give your informed consent, and hereby give such consent to your Coach to assist you in achieving such goals.
- You understand that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, 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 your Coach or otherwise. You understand that if you engage in any physical exercise or activity, including personal training, or group classes, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises, or using any equipment, whether provided to you by your coach or otherwise, including injuries or damages arising out of the negligence of your Coach, whether active or passive, or any of Coach'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), stairs, or other general areas used to workout. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, or any other sporting or recreational endeavor. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, 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 your Coach or otherwise.

- You represent and warrant that you are in good health and in proper physical condition to safely participate. You certify that you have no known or knowable physical or mental conditions that would affect your/our ability to safely participate, or that would result in your/our participation creating a risk of danger to yourself (and/or my participating minor child/ward) or to others. You understand that any change in your medical condition may need to be mentioned to your coach, specifics do not need to be disclosed, but if a medical condition is diagnosed you understand that your coaching service could be detrimental if underlying medical conditions are unknown or undisclosed.
- You understand that to the extent our work together involves health and fitness, my Coach is not promising outcomes included but not limited to medical conditions, weight loss, injuries, increased life-span and decreased medical costs.
- You understand that your Coach will protect your information as confidential unless you state otherwise in writing. If you report child or, elder abuse or neglect, threaten to harm yourself or someone else, you understand that necessary actions will be taken and your confidentiality agreement is limited in this capacity. Furthermore, if your Coach is ordered by a court to provide information or to testify, she will do so to the extent the law requires.
- You understand that the use of technology is not always secure and you accept the risks of confidentiality in the use of email, text, phone, Skype and other technology.
- You hereby release, waive, acquit and forever discharge your Coach, any agents, successors, assigns, personal representatives, executors, heirs and employees from every claim, suit action, demand or right to compensation for damages you may claim to have or that you may have arising out of acts or omissions by yourself or by your Coach as a result of the advice given by your Coach or otherwise resulting from the coaching relationship contemplated by this agreement. You further declare and represent that no promise, inducement or agreement not expressed in this agreement has been made to you to sign this agreement. This agreement shall bind your heirs, executors, personal representatives, successors, assigns, and agents. 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 personal training, including injuries resulting from your Coach or anyone else's negligent inspection or maintenance of the facility or premises

Payments and Refunds:

You understand that payments are due at the time you sign up for service. There are no refunds for payments made to GIGACalisthenics, if a payment plan is agreed upon payments are due based on the schedule that was agreed upon by both parties.

No-Show/Cancelation Policy:

In the event that the client does not show up or answer for a scheduled appointment or cancels within 24 hours the coach reserves the right to count the session as completed.

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 California 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 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 your coach for negligence, or for any defective product used while receiving coaching services. 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.