



LARK + EVERGREEN
FITNESS TRAINING RELEASE & WAIVER

I hereby request to participate in fitness consulting, training and courses taking place in-person and online (collectively, the "Services") with Lark and Evergreen LLC d/b/a Lark + Evergreen, d/b/a Lark and Evergreen (the "Company").

In consideration of the grant of permission of the Company for me to receive the Services, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby acknowledge, agree, and represent as follows:

- 1) I am in good health and have no disability, impairment, medical condition, illness, or health-related issue which may prevent me from engaging in exercise or utilizing the Services or which poses a health risk to other users of the Services. I assume full responsibility for my medical condition as it relates to engaging in exercise and receiving the Services. I have consulted with a physician and have not been instructed by such physician to refrain from receiving the Services or instructed not to participate in any activities of the type provided by the Services.
- 2) I understand that my presence at any facility where the Services are provided or my use of the Services online involves risk. I hereby knowingly and freely assume all risk and responsibility for any and all damage to property or bodily and/or personal injury, including death, in connection with my receipt of the Services.
- 3) I hereby release, discharge and covenant not to sue (and relinquish my rights to sue) the Company, its Members, Managers, officers, shareholders, agents, employees, attorneys, and their respective successors and/or assigns (each a "Releasee") from and with respect to any and all liability, claims, demands, actions, suits, rights, and/or causes of action of whatever kind or nature, now or hereafter existing, whether known or unknown, present or future, foreseen or unforeseen, whether caused by the negligence of the Company or a Releasee or otherwise, that may arise from my receiving the Services, including, without limitation, any damage to property or bodily and/or personal injury in connection therewith. I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am hereby releasing any and all unknown future claims.
- 4) I agree to indemnify and hold harmless the Company and any Releasee from and against any loss, damage, claim, suit, liability, demand, cost and/or expense, paid or incurred by the Company or any Releasee, or asserted against any of them (including attorney's fees, court costs and disbursements) caused in whole or in part, by, or arising directly or indirectly out of my receiving the Services and/or my breach of this Release and Waiver.
- 5) I have been informed and acknowledge that the Company will not provide any supervision at or in connection with the Services. I agree to use the Services without any such supervision at my own risk.
- 6) I have neither requested nor received any express representations or warranties as to the Services, and the Company has not made and does not make any actual or implied representations or warranties regarding the condition or appropriate use of the Services.
- 7) This Release and Waiver has been executed by me and may not be used by any other person for the purpose of using the Services.

- 8) I agree that the Company may suspend or revoke my right to use the Services upon determining, in its sole discretion, that I have materially violated the rules and regulations as may be explained to me from time to time or that I have materially breached the terms of this Release and Waiver.
- 9) This Release and Waiver covers any and all liability, claims, and actions caused entirely, or in part, by any and all acts or failures to act on my part, including but not limited to, negligence or mistake.
- 10) This Release and Waiver shall also bind my assigns, heirs, executors, administrators, distributees, guardians and next of kin.
- 11) This Release and Waiver shall be governed by, construed and enforced in accordance with, the laws of the State of Texas, without giving effect to conflict of law principles. All actions, suits, claims and proceedings relating to this Release and Waiver shall be brought in a court of competent jurisdiction located in Dallas County, Texas.
- 12) I authorized the Company to photograph, video, or otherwise record classes or events occurring during my receipt of the Services and place such photographs and videos in email communications and/or online (e.g., on its Website, social media platform, or cloud storage). I hereby consent to the use of my image that may appear in any such photograph or video.
- 13) If any term or provision of this Release and Waiver is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws, then and in such event, it is the express intention of the parties that the remainder of this Release and Waiver, or the application of such terms, clauses or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause, or provision of this Release and Waiver, and the application thereof, shall be legal, valid and enforceable to the fullest extent permitted by law.
- 14) This Release and Waiver constitutes the entire agreement of the parties with respect to the subject matter of this Release and Waiver and supersedes all prior agreements, understandings, negotiations, statements, promises and discussions, oral and written, between the parties hereto with respect to the subject matter of this Release and Waiver.
- 15) The provisions of this Release and Waiver will continue in full force and effect even after the termination of the Services.
- 16) I have read and fully understand the terms of this Release and Waiver, and that I may have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.
- 17) I agree to abide by and be bound by the terms and conditions of this Release and Waiver. I have had an opportunity to consult counsel regarding this Release and Waiver.

IN WITNESS WHEREOF, I have duly executed this Release and Waiver upon registering with the Company and/or booking a class.

For Participants of Minority Age (under 18)

If the undersigned is under eighteen (18) years of age (a "Minor") then the Company must first consent in writing prior to the Minor receiving the Services. Provided the Company consents in writing to the Minor receiving the Services, the parents of the Minor must execute this Release and Waiver below, agreeing to be bound by, for and on behalf of the Minor, all terms and conditions contained herein.

This is to certify that I am eighteen (18) years of age or older and if I wish to, as parent with legal responsibility for a Minor, consent and agree to such Minor's execution of this Release and Waiver, that I, for myself and on behalf of such Minor, must agree to be bound by all terms and conditions contained herein in writing by requesting a separate waiver through the Company.