THE STRENGTH CAVE

LIABILITY WAIVER AND ASSUMPTION OF RISK

In consideration of the services of **The Strength Cave LLC**, its agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "**The Strength Cave**") I hereby agree to release and discharge The Strength Cave, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. By accepting these terms, I will not hold The Strength Cave responsible for any injury, illness, allergic reaction, or lack of results while engaged in nutrition coaching or fitness coaching or at any time in the future.

2. I acknowledge that The Strength Cave and specifically Andres Vargas is NOT a physician, registered dietitian, licensed dietician, licensed nutritionist, and is NOT providing medical advice or prescribing treatment. I understand that I am simply receiving theoretical advice and education to enhance my knowledge of health as it relates to foods, dietary supplements, behaviors associated with eating, and/or exercise. My participation in this program is voluntary, and by signing this waiver I accept responsibility for any harm, injury, illness, or death that may result from my participation.

3. I understand that it is my responsibility to consult with my physician before starting a nutrition and/or fitness program with The Strength Cave. I hereby affirm that I am in good physical condition and do not suffer from any mental or physical disability which would prevent or limit my participation in a program provided by The Strength Cave. I understand that I should discuss any dietary changes or potential dietary supplement use with my physician.

4. I acknowledge that the advice and knowledge that I receive as part of my nutrition and/ or fitness coaching program is separate from the care that I receive from any medical facilities/agents in that the nutrition coaching sessions are in no way intended to be construed as medical advice or care. I understand that I should continue regular medical supervision and care by my primary care physician.

5. I understand that as part of a fitness coaching program, I will be participating in a program of strenuous physical activity including but not limited to walking, hiking, running, swimming, biking, resistance training, weight training, cardiovascular exercise, and the use of conditioning and exercise equipment. I also acknowledge that I will take part in this physical activity of my own volition.

6. I expressly assume the risks involved with starting a nutrition and/or fitness coaching program, including the risks of trying new foods, trying new exercises, and the risks inherent in making lifestyle changes.

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7. I fully understand that I may suffer injury and even death as a result of my participation in the fitness and/or nutrition coaching program and I hereby release The Strength Cave from any and all liability now and in the future, including but not limited to medical expenses, lost wages, pain, and suffering that may occur by reason of heart attacks, muscle strains, muscle pulls or tears, broken bones, shin splints, heat prostration, knee/lower back/foot injuries and any other illness, soreness or injury, however caused, whether occurring during or after my participation in the program regardless of fault.

8. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless The Strength Cave from any and all liability, claims, damages, demands, or causes of action, which are in any way connected with my past, present, or future participation in The Strength Cave nutrition coaching or fitness coaching program, including such claims which I, my children, parents, heirs, assigns, personal representative and estate have or may have that allege ordinary negligent acts or omissions of The Strength Cave.

9. Any advice regarding dietary supplements provided by The Strength Cave is strictly done so in theory only, and these products may not have been approved by the FDA. Any companies or products mentioned by The Strength Cave are not affiliated with The Strength Cave and The Strength Cave is not liable for any negative repercussions associated with consumption of any aforementioned product or service. By agreeing to these terms I am accepting that I will not hold The Strength Cave accountable for any issues, health-related or non-health-related that may result from consuming a product theoretically suggested/recommended by The Strength Cave. I understand that I am responsible for understanding my own body and the health risks involved in consuming a dietary supplement.

10. I agree to deliver payment in full at the time of service and agree that I am responsible for delivering payment on a recurring basis for any services provided by The Strength Cave or Andres Vargas unless a notice of intention to terminate service is provided to The Strength Cave or Andres Vargas within 5 days before the next payment due date except in the case of installment plans. I also acknowledge and consent that there are no refunds for payments made to The Strength Cave or Andres Vargas.

11. I agree that the foregoing liability waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the state of Arizona and that if any portion thereof is held invalid, it is agreed that the remaining provisions shall continue in full force and effect. Likewise, I agree that if legal action is brought, it must be brought in Maricopa County, Arizona.

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12. Andres Vargas and/or The Strength Cave retain all legal rights to any advice, theoretical knowledge, and intellectual work that is provided. Any reproduction or other use of any work provided by Andres Vargas and/or The Strength Cave without the express written consent of the Andres Vargas and/or The Strength Cave is strictly prohibited.

13. I have read this liability waiver and assumption of risk and fully understand its terms. I understand that I am giving up my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant's Signature_____ **Date** _____

By signing and/or printing your name and date on the above lines, you agree to the terms set forth in this document.

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed if the participant is under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by The Strength Cave to participate in this diet and fitness program, I further agree to indemnify and hold harmless The Strength Cave from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian's Signature_____ **Date** _____

By signing and/or printing your name and date on the above lines, you agree to the terms set forth in this document.