

Workout Companion Medical Release

This document defines the agreement between workoutcompanion.com, (hereafter called Provider) a division of Proaccess Systems Inc. a corporation of the state of Texas, and the individual who (hereafter called Client) signs this release below. The entertainment services (hereafter called Services) provided by Provider consist of video games, audio channels for talking to other players and community forums for interaction that are used to motivate the use of an exercise machine.

In consideration for my allowance to use the entertainment services of Provider, I , the Client, hereby stipulate and agree:

1. ASSUMPTION OF RISK

I am fully aware that cardiovascular exercise and activities associated with the use of exercise machines can be high-risk activities for anyone not able to handle the stress and activity. Participating in the use of exercise machines involves dangers such as, but not limited to:

1. Falls from the machine,
2. Accidents due to exercise machine malfunction,
3. Physical stress due to normal or excessive use of the machine,
4. Physical stress due to the excitement of competition,
5. Injury due to improper use of the machine.
6. Emotional issues that arise from interaction with other players.
7. Accidents due to non-functional setup of the hardware (computer and exercise machine) which do not work as intended as described by Provider.

All these, whether due to the negligence of Provider or otherwise, may lead to subsequent injury, emotional problems or death. Understanding the risks and dangers of participating in exercise and exercise motivated by competitive games, I represent that to the best of my knowledge I have no medical, physical and/or emotional health condition which would hinder or prevent my use of an exercise machine with the entertainment services from Provider in any way whatsoever.

I represent to the best of my knowledge that I am physically sound and have medical approval to proceed with the use of Provider's service with exercise within medically approved time limits and levels of physical output. I shall undertake all exercises at my sole risk. I represent that I am in good health and have no physical conditions that would be aggravated by my involvement in cardiovascular exercise on or off an exercise machine and with or without additional motivational entertainment such as Services, nor do I have any physical limitations that would preclude said involvement.

THEREFORE:

I assume full responsibility for my use of the Services from Provider. I VOLUNTARILY

AND FREELY CHOOSE TO ASSUME ALL SUCH RISKS AND DANGERS, including the risk of injury or death that may be associated with, or result from, my participation in these activities, even if caused by the negligence of Provider, its owners, officers, agents and employees. Furthermore, I hereby fully forever discharge and release Provider, from any and all liability, all claims and demands, actions and causes of action that come directly from Provider or from other sources referred to by Provider.

Initials _____

2. RELEASE FROM LIABILITY

I fully agree, for myself and heirs, to hereby fully and forever discharge and release Provider, from any and all liability, all claims and demands, actions and causes of action whatsoever arising out of any damages, costs, loss of services, expenses and any and all claims whatsoever, whether caused by their NEGLIGENCE or for any other reason, on account of, or in any way resulting from personal injuries, conscious suffering, death or property damages to myself or to any other person or property, in any way connected with my preparation or practice for or participation in the Services from Provider. I agree that this Release and indemnity agreement shall cover my participation in any and all exercise and community activities sponsored by Provider including, but not limited to, solitary use of the Services, use with other clients in competitive activities, instructional sessions, and activities directed by any representative of Provider, either paid or volunteer, such as a team leader or representative appointed by Provider.

Initials _____

3. COVENANT NOT TO SUE

I agree, for myself and all my heirs, not to sue Provider, not to initiate or assist the prosecution of any claim for damages or cause of action which I or my heirs may have by reason of personal injury or death to participant or destruction to participant's property arising from Provider activities even if such personal injury or death is caused by the negligence of Provider.

Initials _____

4. INDEMNITY AGREEMENT

I agree, for myself and my heirs, to indemnify and hold harmless Provider from any loss, claims, action, causes of action, or proceedings of any kind which may be initiated by myself or by any other person or organization, even if caused by the negligence of Provider, including demands, judgments, cost, loss of services, expenses, or reimbursement of reasonable counsel fees incurred by participant or by Provider arising from the activities contemplated by this agreement.

Initials _____

5. CONTINUATION OF OBLIGATIONS

I agree, for myself and my heirs, that the above provisions, including ASSUMPTION OF RISK, RELEASE FROM LIABILITY, COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT shall continue in full force and effect now and at all future times when participant is involved in Provider activities. In the event of any dispute or controversy arising with respect to this Release and Indemnity Agreement, its interpretation, modification, application and/or extinction, said dispute or controversy will be resolved by binding arbitration proceedings conducted by the American Arbitration Association ("AAA") in Austin, Texas pursuant to the commercial arbitration AAA rules then in effect.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ EACH OF THE ABOVE PROVISIONS AND FULLY UNDERSTAND AND AGREE WITH EACH PROVISION. I HAVE HAD THE OPPORTUNITY TO HAVE COUNSEL OF MY CHOICE REVIEW IT WITH ME. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS LIABILITY RELEASE AND INDEMNITY AGREEMENT.

I declare that I am over the age of 18.

Client Signature: _____

Printed Name: _____

Date of Signing: _____

Home Phone: _____

Primary Email: _____

Print the PDF, Sign all four initial sign-off lines as well as the final Client Signature. Then fax to Workout Companion at (360) 850 4497