



LIABILITY WAIVER & RELEASE

Please read this document carefully and if you have any questions, please email us (info@ablabfitness.com) or reach out to us on WhatsApp.

GENERAL ASSUMPTION OF RISK AND LIMITATION OF LIABILITY

By participating in classes or any activity affiliated with AB LAB Fitness Studio, I hereby enter into the following Liability Waiver & Release. I **ACKNOWLEDGE, UNDERSTAND** and **AGREE** that:

1. My participation in the classes and related activities and events (hereafter, “the program”) is entirely voluntary;
2. I have been informed that exercise of any kind, including the program, is a potentially dangerous activity and involves inherent risks including but not limited to, muscle strains or pulls, abnormal heart rate, serious bodily injury, disability, and death. I acknowledge that while following the instructor’s instructions may reduce this risk, the risk of serious injury does exist;
3. I am responsible for notifying the instructors and staff of any and all medical conditions that may hinder or prevent me from engaging in the program. I represent and warrant that I have and will continue to keep AB LAB Fitness Studio informed of any injury, medical condition, medical procedure, or disability, temporary or permanent, which would prevent or limit my participation in the program. If I experience any pain or discomfort during any class or activity, I will stop and immediately inform the instructor so that the exercise may be adjusted to my level of comfort;
4. AB LAB Fitness Studio strongly recommends consulting with a physician prior to commencement of the program;
5. Specific class formats and activities offered by AB LAB Fitness Studio should not be done in the event of certain medical conditions. I hereby affirm that I have stated all my known medical conditions and answered all questions honestly in the Intake Form;
6. It is my responsibility to keep the instructor updated on any changes in my health through my profile and ahead of class, and I understand that there shall be no liability on the part of AB LAB Fitness Studio should I fail to do so;
7. Although the program I participate in may have substantial physical benefits, neither AB LAB Fitness Studio nor its Instructors are engaged in diagnosing or treating medical conditions, nor do classes serve as a substitute for recommended medical treatment when such attention is needed;
8. I recognise that though many positive changes can occur as a result of my participation in the program, there is the possibility of negative side effects

including but not limited to, possible short-term aggravation of previous injuries, tiredness, muscle fatigue, light-headedness, mood changes, and addiction to exercise;

9. I will abide by and follow any instructions given or rules established by AB LAB Fitness Studio, its owners, instructors, staff, and agents, and that my failure to do so, may result in your expulsion from the premises; and
10. I agree that this liability waiver & release, assumption of risk, and indemnity agreement is governed by and interpreted in accordance with the laws of Jamaica. In the event any portion of this agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

Notwithstanding these aforementioned risks, I acknowledge that I am voluntarily participating in the program. I agree to assume all risks of illness, personal injury, psychological injury, pain, suffering, disability, death, property damage, and financial loss arising therefrom.

I hereby waive, release, absolve, indemnify and agree to hold harmless ab lab fitness studio, its directors, officers and staff from any and all claims arising out of any injury to me, related to the program. I agree to hold AB LAB Fitness Studio harmless from any and all losses, damages, injuries, causes of actions, claims, demands, costs and expenses (including attorneys fees) in the event that you are injured or suffer loss or damage in any way during the program or arising from your participation in classes and events at AB LAB Fitness Studio.

I voluntarily and knowingly acknowledge, accept and assume these risks.

I have read this Liability Waiver & Release, fully understand its terms, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend for my signature to be a complete and unconditional release of liability to the greatest extent allowed by law and that this Liability Waiver & Release shall similarly bind my heirs, permitted assigns and legal representatives.

This Waiver and Release shall be governed and interpreted in accordance with the Laws of Jamaica.