



Agreement and Release of Liability

In consideration of being allowed to participate in the activities and programs offered by Mama Bear Fitness and Physical Therapy, LLC, and to use its programs, materials, training, and any and all products, in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge and promise to hold harmless Mama Bear Fitness and Physical Therapy and its consultants, officers, agents, and employees from any and all responsibility, liability, costs and expenses, including injuries or damages, whether foreseeable or not, resulting from my participation in any activities, trainings, programs, or products designed or offered by Mama Bear Fitness and Physical Therapy. I do also hereby release Mama Bear Fitness and Physical Therapy its consultants, officers, agents and employees from any responsibility or liability for any injury, damage or disorder (physical, metabolic, or otherwise) to myself, or in any way arising out of or connected with my participation in any activities, trainings, programs, or products, whether foreseeable or not, with Mama Bear Fitness and Physical Therapy.

I understand and am aware that diet, strength, flexibility, and aerobic exercise, including the use of exercise equipment are potentially hazardous activities. I also understand that fitness activities involve an inherent risk of injury and even death, and that I am voluntarily participating in these activities and using all equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death, whether foreseeable or not, related to said activities.

In addition, I hereby certify that I am 18 years of age or older, I am of sound mind, not acting under duress or undue influence, and fully capable of understanding the terms of this agreement.

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or any other illness that would affect nutrient metabolism or prevent my participation in, or use of equipment or machinery, except as hereinafter stated.

Medical Waiver

I understand and acknowledge that all users of this website are responsible for their own medical care, treatment, and oversight. I further understand, acknowledge and warrant that I am not suffering from, nor have ever suffered from, whether diagnosed or not, any eating disorder. All of the content provided on the website, including text, templates, treatments, dosages, outcomes, charts, profiles, graphics, photographs, images, advice, messages, and forum postings, is for informational purposes only and DOES NOT CONSTITUTE THE PROVIDING OF MEDICAL ADVICE, and is not intended to be a substitute for independent professional medical judgment, advice, diagnosis, or treatment.

The content is not intended to establish a standard of care to be followed by a user of the website. I understand and acknowledge that I should always seek the advice of my physician or other qualified health provider with any questions or concerns I may have regarding my health. I also understand and acknowledge that I should never disregard or delay seeking medical advice relating to treatment or standard of care because of information contained in or transmitted through the website. **If you think you may have a medical emergency, call your doctor, go to the emergency department, or call 911 immediately.**

Medical information changes constantly. Therefore the information on this website or on the linked websites should not be considered current, complete or exhaustive, nor should you rely on such information to recommend a course of treatment for you or any other individual. Reliance on any

information provided on this website or any linked websites is solely at your own risk. The information on this website is provided "AS IS" and without any warranties, whether expressed or implied.

I do hereby acknowledge that Mama Bear Fitness and Physical Therapy has recommended to me that I obtain physician's approval for my participation in an exercise, fitness, or diet activity or in the use of exercise equipment and machinery. I also acknowledge that Mama Bear Fitness and Physical Therapy has recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, or diet, and use of exercise and training equipment and machinery so that I might have his/her recommendations concerning said activities and equipment and machinery use. I further acknowledge that I have either had a physical examination and received my physician's permission to participate in, or that I have decided to participate in said activities, and use said equipment, machinery, and programs or products designed by Mama Bear Fitness and Physical Therapy without the approval of my physician and do hereby assume all responsibility for my participation, activities, and utilization of all equipment and machinery in my activities. Mama Bear Fitness and Physical Therapy programs are not meant to treat or manage any health condition or disorder. Always consult with your healthcare provider prior to adjusting your current style of exercise or beginning any new training plan.

Template Use and Result Disclaimer

In addition, I hereby represent and warrant that I am currently covered by an accident and health insurance policy. With my purchase of the Mama Bear Fitness and Physical Therapy programs or any other purchase or product, I understand that I am not purchasing individual consultation services, and I neither expect nor presume any requirement on the part of Mama Bear Fitness and Physical Therapy, or its consultants, officers, agents, or employees, to answer specific, direct questions about the programs nor their modification procedures. I further understand that the purchase and/or participation in any programs, training, or products does not guarantee results of any sort and agree not to hold Mama Bear Fitness and Physical Therapy staff liable for any outcomes or a lack thereof.

With my purchase of any Mama Bear Fitness and Physical Therapy programs, I understand that they are only guaranteed to work in Microsoft Excel. I understand that I am purchasing having known that beforehand and understand that using any other application besides Microsoft Excel might result in the templates not working with 100% functionality.

I understand that all sales are final, and Mama Bear Fitness and Physical Therapy will not issue any refunds on digital products.

By proceeding with the purchase, I do hereby agree that I have read and understood this document in its entirety, and agree to be bound by all terms and conditions described herein.