

This legally binding Liability Release and Waiver (“Waiver”) is made voluntarily by the undersigned individual on his or her own behalf or by a legal guardian on behalf of the individual, and on the behalf of the individual’s own heirs and legal representatives and assigns, (collectively, “Participant”) to NeuroFit Networks Inc. dba Parkinson Wellness Recovery (the “Organization”).

(1) Acknowledgment of Risk. Participant understands that:

- (a) A physician’s release is recommended to participate in any program of the Organization, and if the Participant has additional risk factors, a physician’s release may be required in order to participate in any program offered by the Organization.
- (a) Participating in a physical exercise program to address the symptoms of Parkinson’s disease may include exercises to build the cardiorespiratory system (heart and lungs to increase expiratory strength), the musculoskeletal system (muscle endurance, strength and flexibility), and to improve body composition, hand-eye coordination, and agility; and
- (b) Certain anaerobic and aerobic activities will utilize equipment provided by the Organization during in-person programs, or equipment supplied by the Participant during virtual programs, designed to improve balance, muscular strength, endurance, flexibility, range of motion and coordination.

Participant acknowledges that all instructors and qualified staff will have appropriate first aid training, will follow established safety procedures to reduce falls and injury, and that every effort will be made to minimize risks. Despite these precautions, Participant acknowledges that risks may be associated with participation in exercise programs that require physical exertion including injury to the musculoskeletal system, falls, and in rare cases heart attack or death.

(2) Acknowledgment of Risk for Pre-recorded and Virtual Programs. Participation in the Organization’s virtual, at-home, unsupervised programming without access to the in-person supervision and emergency care that is provided by the Organization at its physical location (collectively defined as “**Virtual Programs**”) may expose Participant to certain dangers, risks or hazards, including but not limited to abnormal physical reactions occurring during exercise, such as abnormalities of blood pressure or heart rate, a decrease in the functioning of the heart, and in rare instances heart attacks; falls resulting in musculoskeletal strains, pain, and injury if adequate safety procedures are not followed and that may still occur even if the proper precautions are taken; and risks caused by the supplies and equipment wholly within the control of the Participant. It is strongly suggested individuals participating in Virtual Programs use self-assessment tools such as the Rate of Perceived Exertion Chart (RPE) to measure the intensity of exercise.

Participant understands that the risks and dangers posed may be caused by the negligence of Participant during the Virtual Program, the negligence of Participant in the preparation of the area in which Participant performs the Virtual Program, the maintenance of the Participant’s equipment used in the Virtual Program, accidents, forces of nature, or other causes.

Participant chooses to participate in the Virtual Programs despite the possible dangers, risks, and hazards set forth above, and does so with informed consent.

(3) Obligations of Participant. Participant agrees to follow all instructions of the Organization and act responsibly during the Activity. Participant agrees to stop and seek assistance from emergency services or otherwise as necessary if Participant does not believe he or she can safely continue, to limit participation to reflect his or her personal fitness level, and to refrain from any and all actions that would pose a hazard to Participant or others.

Liability Release and Waiver

Participant certifies that they are in good physical health sufficient enough to engage in the activity of the Organization or agrees to assume the responsibility and liability if Participant chooses to participate with any known injury or condition that may be aggravated or worsened by participation. It is Participant's obligation to immediately stop any physical activity that intensifies any injury or condition and will cease activity immediately if participant becomes dizzy or lightheaded.

Participant agrees to inform the Organization of any significant changes in health or other status that may affect the Participant's participation in the programs of the Organization including, but not limited to: surgeries, injuries, cardiac events, illness, etc. In some cases, a doctor's release and/or a physical therapy evaluation may be required before returning to the activities of the Organization. If Participant is informed that a doctor's release is required, Participant may not participate in any program before providing the signed doctor's release.

(4) Liability Waiver/Agreement. Participant hereby voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury to Participant (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience in connection with my participation in the Organization's programming. Participant hereby waives any and all rights, claims, demands, and damages, at any time, at law or in equity, arising out of participation in the activities of the Organization. Participant hereby releases and covenants not to sue the Organization and its agents, employees, staff, volunteers, and representatives of and from any claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising from any injury to Participant (including, but not limited to, personal injury, disability, illness, paralysis, death, damages, or economical or emotional loss), that Participant may suffer as a result of participation in the Organization's programming. Participant voluntarily participates in these programs and participates entirely at his or her own risk.

(5) Indemnification and Hold Harmless. Participant agrees to indemnify and hold harmless the Organization against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by Participant or anyone on Participant's behalf, including attorney's fees, and any related costs, if litigation arises pursuant to any claims made by Participant or by anyone else acting on Participant's behalf. If the Organization incurs any of these types of expenses, Participant agrees to reimburse the Organization.

Participant acknowledges that the Organization and its agents, employees, staff, volunteers, and representatives are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the Organization.

(6) General Conditions.

- (a) This Waiver represents the complete understanding between Participant and Organization.
- (b) No representations, written or oral, other than those contained in this Waiver are authorized or binding upon the Organization.
- (c) Should any part of this Waiver due to legal or other regulatory changes become unenforceable, the remaining provisions within this Waiver, not impacted by such change, shall remain in full force as originally written.
- (d) Participant agrees to promptly update the Organization of any changes in information related to the Participant that may affect the Participant's participation in the programs of the Organization.

(7) Signature. I, the undersigned Participant, freely sign this Waiver and certify that I have read and understood its content fully. I am aware that by signing, I release my rights and enter into a legally binding contract with the Organization.