



Disclaimer/Agreement

As is the case with nearly every fitness entity, we issue a legally binding Agreement when inviting you to **voluntarily engage in physically demanding activity** such as those you find in a gym or fitness center. The Equalizer™ is a device invented by, and has a patent pending by, “356Trainer...Fit Mind...Fit Body.” The Equalizer™ is characterized as a device that is in itself ‘physically demanding’ to use, and/or can be incorporated into a physically demanding routine much like you would expect of any piece of ‘gym equipment.’

If you purchased or received The Equalizer™ product **you have confirmed that you read the following Disclaimer/Agreement prior to using The Equalizer™ Program** in whole or in part. You also agree that you understand that you may get injured if you take part in a class (e.g., a sprained ankle, a bruise, a scrape, pulled muscle, or possibly a broken bone.) Although we have never experienced anything more than a Member pulling a muscle, we cannot guarantee something of a more serious nature will never occur.

You should always consult your physician or other healthcare provider before changing your diet or starting an exercise program including The Equalizer™.

Agreement:

I understand that there is a risk of injury associated with participating and using The Equalizer™ and/or any of the training programs or routines included in same. I hereby assume full responsibility for any and all injuries, losses and damages that I incur while attending, exercising or participating in The Equalizer™ Program. I hereby waive all claims against The Equalizer™ Program, its instructors, or partners of individually or otherwise, for any and all injuries, claims or damages that I might incur while using the Equalizer™.

Products sold by 365Trainer™, Workout Bandits, Inc. (dba), or any of its affiliates, include equipment and gear used in boxing, martial arts, mixed martial arts, yoga, fitness, weight training, kickboxing, and demonstration. Participation in any of these activities may be considered a high-risk sports activity. I agree to participate in such activities at my own risk. By buying, using, providing, or allowing the use of 365Trainer™ products, I understand and agree that boxing, martial arts, yoga, fitness, weight training, kickboxing, and full-body functional movement training may be considered risk activities, and, to the extent permitted by law, I EXPRESSLY AND VOLUNTARILY ASSUME THE RISK OF INJURY SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITIES. Additionally, I agree to indemnify, defend, and hold 365Trainer™ harmless from any third-party claims arising from such high-risk activities or any other 365Trainer™ product. 365Trainer™ cannot and will not be responsible for the misuse or unauthorized and improper use of products sold through 365Trainer™. This includes the proper use and care of all accessories such as the resistance bands.