

Waiver and Release

I enter into this Waiver and Release (the "Waiver") with A Solution by Design and its affiliates, officers, employees, instructors, trainers, agents and representatives (collectively "A Solution by Design and its Representatives") as a condition of receiving the 10x Fitness Virtual Classes and Online Coaching (collectively, "Classes", individually "Class") offered by A Solution by Design:

1. I am voluntarily participating in any of the Classes. I will be receiving instructions and information concerning diet, fitness and wellness techniques, which may include participating in exercise training, weight training and other physical activities. I represent and warrant that I have no physical or mental health condition that would prevent my safe participation in these Classes. I understand that a physician's approval is highly recommended prior to participating in any type of fitness or exercise activity, and I represent and warrant that I HAVE OBTAINED necessary approval from my physician to engage in any training or other physical activities in connection with any of the Classes. I understand that if I am pregnant, elderly, taking antipsychotic medications or have a known medical condition including but not limited to a history of heart disease, high blood pressure or other chronic illness, or am unaccustomed to strenuous physical exertion or have any other physical limitations that could create an increased risk of injury or adverse health consequences from strenuous exercise, I am considered to be at a higher risk and shall consult with my physician about the Classes and the potential risks associated with my participation in the Classes prior to engaging in any training or other physical activities in connection with any of the Classes.

2. I represent and warrant that I (i) am in good medical and physical condition, and that participation in the Classes does not pose any danger to my health; (ii) have no medical or physical conditions that would preclude my participation in any of the Classes, or otherwise create an increased risk of injury or adverse health consequences as a result of strenuous exercise; (iii) the information I have provided to A Solution by Design, is truthful, accurate and complete; and (iv) have not been instructed or advised by any physician against participating in strenuous physical exercise or exertion, participating in any of the Classes.

3. I acknowledge and agree that A Solution by Design and its Representatives are not medical professionals and do not provide any medical diagnosis or treatments. I agree that if I have any medical condition, I will seek the help of a medical professional. I also acknowledge and agree that A Solution by Design and its Representatives are not licensed dietitians, and some are not certified in personal training or coaching and do not hold themselves out to possess professional expertise in dietetics, fitness or medical matters and do not provide any medical diagnosis or treatments.

4. I acknowledge and agree that any information, guidelines, or advice provided by A Solution by Design and its Representatives, shall not be construed as dietetic, fitness or medical advice, as a treatment for any medical condition or as a means of improving or bettering health outcomes. I have been informed and acknowledge that A Solution by Design and its Representatives make no claims as to medical or fitness results that can or may be obtained

through use of the Classes. A Solution by Design has neither suggested nor will suggest any medical treatment to me. Only licensed medical professionals are qualified to give medical advice.

5. I acknowledge and understand that participation in any of the Classes, any fitness or exercise activities and the use of training and fitness equipment and machinery, involve risks of serious injury, permanent disability, or death, even if done correctly and with the utmost attention to safety. These risks include and are not limited to temporary or permanent physical injury (including, without limitation, strained, sprained or torn muscles, tendons or ligaments, broken bones, dislocation of joints, concussion, cardiovascular event, cerebrovascular events brain damage, nerve and spinal cord injury, and paralysis) and death. I further acknowledge and understand that participation in any of the Classes, could aggravate a pre-existing condition, whether known or unknown, and that there may be other risks associated with participation in any of the Classes that are not known or not reasonably foreseeable at this time. I further acknowledge and understand that all foregoing risks are especially pronounced in the online Classes offered by A Solution by Design and that I will be participate in the Classes and engage in fitness and exercise activities on my own, without real-time supervision by A Solution by Design in a facility over which A Solution by Design has no control. By enrolling or participating in any of the Classes I WILLINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS. A Solution by Design and its Representatives cannot, and do not, guarantee that Classes are free of risk of any and all accidents or injuries of any kind (including death).

6. I hereby acknowledge and accept the foregoing risks and dangers. Further, to the maximum extent permitted by applicable law, I hereby forever discharge, waive and release A Solution by Design and its Representatives, and their respective shareholders, officers, directors, affiliates, instructors, agents, employees and/or independent contractors (the "Released Parties") from any and all liability relating to injuries or damages, including but not limited to bodily injury, mental injury, death and/or accident, loss, damage or injury suffered resulting from or connected with or caused by (a) my participation in any of the Classes or (b) any and all instructions, guidelines, recommendations by A Solution by Design or its Representatives, or (c) any and all acts of omission or negligence on the part of A Solution by Design and its Representatives or (d) use of any exercises, equipment or machinery, whether or not recommended by A Solution by Design or its Representative. I further agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Released Parties from any and all claims, relating to the foregoing.

Signature

Date