

WAIVER AND RELEASE OF LIABILITY – THE 15 DAY CHALLENGE

WARNING - This Waiver and Release of Liability contains important terms and conditions that affect your legal rights and obligations. Read it carefully and do not sign it unless you are satisfied that you understand it and are willing to comply with its terms.

I voluntarily agree to participate in a health and wellness program comprised, inter alia, of engaging in physical activity, drinking water, and, if I so choose, consuming dietary supplements sold or given free of charge by Total Life Changes, LLC (“TLC”), and/or, if I so choose, monitoring my physical activity through a heart rate monitoring device sold by MyZone at a discount or offered free of charge by TLC, collectively known as “The 15 Day Challenge.” I acknowledge that (a) TLC, its directors, officers, employees, agents, subcontractors, and partners (collectively “Affiliates”) are not acting or purporting to act in the capacity of a licensed physician, trainer, dietician, or any other medical professional; (b) TLC or its Affiliates is not recommending products as part of nutritional therapy; (c) any statements regarding TLC’s dietary supplements have not been evaluated by the Food and Drug Administration (FDA) and such dietary supplements are not intended to diagnose, treat, cure, or prevent any disease or illness; and (d) The 15 Day Challenge is not being conducted by a licensed physician or other medical professional. My participation in The 15 Day Challenge is completely voluntary and subjects me to the possibility of physical injury, impairment to my health (which could be minimal or serious), and/or result in death (collectively, “Risks”). Accordingly, I willingly and voluntarily agree to the following:

I hereby acknowledge and agree that my participation in The 15 Day Challenge involves Risks of injury, including those described above and below, and I assume full responsibility for such Risks. In consideration of being permitted to participate in The 15 Day Challenge, I willingly and voluntarily agree to the following:

I HEREBY RELEASE AND HOLD TLC AND ITS AFFILIATES HARMLESS FROM ANY AND ALL LIABILITY TO ME AND MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY LOSS OR DAMAGE, AND FOREVER FORFEIT ANY CLAIM OR DEMAND THEREFORE, ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY, INCLUDING INJURY LEADING TO MY DEATH, WHETHER CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF TLC, ITS AFFILIATES, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, WHILE I AM PARTICIPATING IN THE 15 DAY CHALLENGE. I ALSO HEREBY AGREE TO INDEMNIFY TLC FROM ANY LOSS, LIABILITY, DAMAGE, OR COST, INCLUDING REASONABLE ATTORNEY FEES, THAT TLC MAY INCUR DUE TO MY PARTICIPATION IN THE 15 DAY CHALLENGE OR ANYONE PARTICIPATING IN THE 15 DAY CHALLENGE WITH ME WHETHER CAUSED BY MY NEGLIGENCE OR OTHERWISE.

I represent (a) that I am in good physical condition and have no disability, illness, or other condition that could prevent me from participating in The 15 Day Challenge without injury or impairment of my health, and (b) that I have consulted a licensed physician concerning my participation in The 15 Day Challenge and the potential Risks. Such Risks of injury include (but are not limited to) injuries and/or medical disorders arising from engaging in physical activity, drinking water, consuming dietary supplements, and/or monitoring my physical activity through a heart rate monitoring device as detailed above. I further expressly agree that the foregoing Waiver and Release of Liability is intended to be as broad and inclusive as is permitted by law and that if any portion is held invalid, it is understood and agreed that the balance shall continue in full force and effect.

This Waiver and Release of Liability is governed by the laws of the State of Michigan. Any dispute arising out of or relating to this Waiver and Release of Liability shall be submitted to and resolved by binding arbitration, by a single arbitrator in Oakland County, Michigan. All disputes raised by residents of the United States shall be resolved through the American Arbitration Association; all disputes raised by non-residents of the United States shall be resolved under the Rules of Arbitration of the International Chamber of Commerce.

I agree and acknowledge that I am under no pressure or duress to sign this Waiver and Release of Liability, that I have been given the opportunity to review it before signing, and that I have had the opportunity to have my own attorney review this Waiver and Release of Liability prior to signing.

I certify that I have read and understand the terms of this Waiver and Release of Liability and agree to abide by all of the terms set forth herein.

- Check here to indicate that you have read and agree to the terms of Total Life Changes, LLC’s 15 Day Challenge Waiver and Release of Liability.
- Check here to certify that you, the registered user, will be the only one participating in Total Life Changes, LLC’s 15 Day Challenge.