



## BMS 2.1.6

### LES MILLS™ On Demand Wellness Program Waiver and Relief of Liability

I \_\_\_\_\_, a TekSynap employee, acknowledge and agree that my participation in the LES MILLS™ On Demand Exercise Service Access Pass offered by TekSynap through its corporate subscription (hereafter the “Program”) is voluntary and is not required as a condition of my employment.

Use of the Program. I agree to the following: (1) my use of the Program will be on my own time and not during work hours unless otherwise approved by my manager; (2) that TekSynap, in its sole discretion and at any time, may revoke my use of the Program; (3) that all users of the Program must be 18 years or older; (4) use of the Program is only valid in the United States; (5) use of the Program is subject to my acceptance of any terms and conditions of LES MILLS™, to include the LES MILLS™ Terms of Use and Privacy Policy ([www.lesmillsondemand.com](http://www.lesmillsondemand.com)); (6) the terms of this waiver apply to any other members of my household that use the Program.

Personal Responsibility. I hereby affirm that I am in good physical condition and do not suffer from any known disability or condition which would prevent or limit my participation in this exercise program. I understand that an examination by a physician should be obtained prior to commencing the Program. If I have chosen not to obtain a physician’s consent prior to beginning this fitness program, I hereby agree that I am doing so solely at my own risk. I understand that it is my sole responsibility to participate in exercises that are appropriate for the current status of my health. If I have any questions or concerns about whether or not a particular activity is appropriate to my current health status, I understand it is my responsibility to ask my doctor if this activity is appropriate before I participate in such activity. I will read and follow the rules for any activities that I participate in, and will follow the rules or instructions to the best of my ability.

Assumption of Risk. I understand that taking part in physical exercise, sport, fitness, and other recreational or physical activities comes with an inherent risk of injury, damage, illness, or loss. I agree that my participation in the program is at my own risk, and I waive my right to file a lawsuit, worker’s compensation claim, or any other type of claim against TekSynap for any injury or loss resulting from my participation in any program activity. I also release, indemnify and hold harmless TekSynap from any claim, costs, liability, expense, or lawsuit for personal injury, damage, or wrongful death, by me, my family, estate, heirs, or assigns, arising out of participation in the program, including both claims arising during the program activity and after I complete the program activity, and including claims based on negligence of other participants, whether passive or active. I further understand that some of the services, programs, and activities offered by the Program may be conducted by individuals who are not licensed, certified, or registered instructors or professionals. I accept the fact that the skills and competencies of instructors will vary according to their training and experience.

No Warranties. I understand and agree that TekSynap makes no warranties, express or implied, as to the Program, whether I have any health limitations that would preclude my participation in the program, or any other warranty, condition, guaranty, or representation, whether oral, written, or in electronic form, relating to the program.

In the event any provision of this Wellness Program Waiver and Relief of Liability Form is found to be legally invalid or unenforceable for any reason, all remaining provisions will remain in full force and effect. This Wellness Program Waiver and Release of Liability is binding upon me as well as my heirs, personal representatives, or anyone else entitled to act on my behalf.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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