

## **WAIVER AND RELEASE**

I (hereinafter referred to as “Client”) voluntarily accept an offer by the L’ifestyle Lounge LLC (hereinafter referred to as “the Lounge”) and/or Laura Cipullo Whole Nutrition Services LLC (hereinafter referred to as “LCWNS”) to participate in one or more wellness activities and/or events, as defined below at item 2.

As consideration for the right to participate in one or more such wellness activities and/or events, and in consideration of the risk of injury presented by participating in one or more such wellness activities and/or events, Client hereby voluntarily enters into this waiver and release.

### **1. The Lounge and LCWNS**

The Lounge, a limited liability Delaware corporation owned and operated by Laura Cipullo, RD, CDE, CEDRD, CDN, RYT (hereinafter referred to as “Ms. Cipullo”), is located in Closter, New Jersey, and is engaged in the business of providing nutrition counseling and yoga instruction to women, men, nonbinaries, and children of all ages.

LCWNS, a limited liability Delaware corporation, also owned and operated by Ms. Cipullo, is located in New York, New York, and is engaged in the business of providing nutrition counseling and private fitness instruction to women, men, nonbinaries, and children of all ages.

The Lounge and LCWNS are affiliate companies.

For the purposes of this agreement, Client shares a relationship exclusively with either the Lounge or LCWNS, but not both, as determined by the entity with which and/or location at which Client engages in the wellness activity, if Client’s participation occurs once, or on a regular basis if Client’s participation occurs more than once.

### **2. Wellness Activities and Events, Defined**

The wellness activities and/or events presented by and/or offered by the Lounge or LCWNS include yoga practice instruction, physical therapy, mindfulness practice instruction, nutrition counseling, and body-positivity coaching (hereinafter collectively referred to as “the Activity” or “Activities”).

The Activity may occur in a group or class setting, as led by a professional designated by the Lounge. The Activity may also occur in a private or one-on-one setting between Client and a professional designated by the Lounge or LCWNS.

The Activity may take place at the premises of the Lounge or LCWNS, or at an off-site location.

Client’s opportunity to participate in the Activity is subject to capacity availability on a first-come-first-served basis, and also subject to mutual scheduling availability.

Client maintains sole discretion for Client’s own participation in any and all Activities, or any part or portion thereof. Client also maintains the exclusive right of refusal to participate in any

and all Activities, or any part or portion thereof. As such, Client's participation in the Activity is completely voluntary; and Client's refusal to participate in the Activity is likewise voluntary.

The Lounge or LCWNS reserves the exclusive right to cancel any and all Activities with or without notice to Client. The Lounge or LCWNS also reserves sole discretion for revoking its offer to Client to participate in the Activity, or any part or portion thereof, with or without notice.

### **3. Client's Understanding of Risk**

Client understands that Client's voluntary participation in the Activity may involve exertion of Client's physical, emotional, and psychological prowess. Client understands that Client's voluntary participation in the Activity may be challenging to Client's known, unknown, or perceived physical, emotional, and psychological limits.

Client is fully aware of all risks associated with Client's participation in the Activity including, but not limited to, physical injury, psychological injury, illness, allergic reactions, paralysis, death, damages, economic loss, emotional loss, and injuries caused by or inflicted by other participants, other individuals, either by mishap, accident, negligence, or self-inflicted.

Client is fully aware of all risks associated with Client's travel to and from the Activity including, but not limited to physical injury, psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, paralysis, economic loss, emotional loss, death, and injuries caused by weather conditions, acts of nature, other participants, pedestrians, motor vehicles, and public transportation, either by mishap, accident, negligence, or self-inflicted.

Client is fully aware that off-site Activities take place in areas and under circumstances completely out of the control of the Lounge or LCWNS.

### **4. Client's Assumption of Risk and Responsibility for Self**

Client bears sole responsibility for Client's own safety and wellbeing while participating in the Activity, and at all times before, during, after the Activity. Client acknowledges that Client's participation in the Activity is completely voluntary and entirely at Client's own risk, regardless of whether the risk is known or unknown.

Client agrees to disclose any and all health concerns, food allergies, dietary restrictions, and physical, emotional, and psychological conditions to the Lounge or LCWNS. Client acknowledges that the Lounge or LCWNS may cancel the Activity with or without notice to Client and that the Lounge or LCWNS may revoke its offer to Client to participate in the Activity, or any part or portion thereof, with or without notice.

Client represents to bear the physical, emotional, and psychological conditions that are suitable for participating in the Activity. Client acknowledges that the Lounge or LCWNS encourages sufficient hydration and that appropriately comfortable clothing be worn for the Activity. Client represents to be adequately self-aware to stop participating in the Activity before becoming ill or injured. If Client falls ill or becomes injured while participating in the Activity, Client bears sole discretion and responsibility for seeking medical attention and securing safe transport as needed.

Client bears sole responsibility and assumption of risk for any and all physical, emotional, or psychological conditions that may render Client susceptible to injury or disability while voluntarily participating in the Activity. Client also bears sole responsibility and assumption of risk for voluntarily declining the Activity, or any part or portion thereof.

Client agrees that Client maintains exclusive discretion over which foods and beverages to consume, and the quantities thereof. Client understands and acknowledges that the Lounge or LCWNS is not responsible at any time before, during, or after the Activity for the content, quantity, or quality of any food, beverage, or other substance Client consumes. Client agrees not to consume any foods, beverages, or other substances to which Client is allergic. Client bears sole responsibility for any injury, damage, disability, or death related to any known or unknown allergy.

Client bears sole responsibility for the security of Client's belongings at all times before, during, and after the Activity, and agrees that the loss, theft, or destruction of Client's belongings are Client's sole responsibility.

Clients under 21 years of age agree not to consume alcohol at the Activity. Clients who are at least 21 years of age, bearing valid government-issued identification, and who choose to consume alcohol before, during, or after the Activity, accept complete and sole responsibility for Client's behavior, wellbeing, and health, and agree not to become intoxicated.

Client understands and acknowledges that Client is responsible for securing and maintaining health insurance. In the event that Client requires medical care or treatment, Client agrees to be financially responsible for any and all costs incurred as a result of such care or treatment.

#### **5. Client's Assumption of Risk and Responsibility for Minors Under the Age of 18**

Client understands and agrees that the safety and wellbeing of minors under the age of 18, of which Client is the parent or legal guardian (hereinafter referred to as "said minors"), who voluntarily participate in the Activity and/or accompany Client to the Activity, are Client's sole responsibility at all times before, during, and after the Activity. Client acknowledges that the participation of said minors in the Activity is completely voluntary and entirely at Client's own risk, regardless of whether the risk is known or unknown. Client acknowledges that the accompaniment of said minors to the Activity is completely voluntary and entirely at Client's own risk, regardless of whether the risk is known or unknown.

Clients agrees to disclose to the Lounge or LCWNS any and all health concerns, food allergies, dietary restrictions, and physical, emotional, and psychological conditions pertaining to said minors. Client acknowledges that the Lounge or LCWNS may cancel the Activity in which said minors are participating or to which said minors are accompanying the Client, with or without notice to Client. Client acknowledges that the Lounge or LCWNS may revoke its offer to said minors to participate in the Activity or to accompany Client to the Activity, or any part or portion thereof, with or without notice.

Client represents that said minors bear the physical, emotional, and psychological conditions that are suitable for participating in the Activity or for accompanying Client to the Activity. Client acknowledges that the Lounge or LCWNS encourages sufficient hydration and that appropriately comfortable clothing be worn for the Activity. Client represents said minors are either adequately self-aware, or that Client is adequately aware of the physical, emotional, and psychological conditions of said minor to stop participating in the Activity before said minors become ill or injured. If said minors fall ill or become injured while participating in the Activity or accompanying Client to the Activity, Client bears sole discretion and responsibility for seeking medical attention, and securing safe transport, on behalf of and for the benefit of said minors.

Client bears sole responsibility and assumption of risk for any and all physical, emotional, or psychological conditions that may render said minors susceptible to injury or disability while voluntarily participating in the Activity or while accompanying Client to the Activity. Client also bears sole responsibility and assumption of risk for said minors in voluntarily declining the Activity, or any part or portion thereof.

Client understands and acknowledges that the Lounge or LCWNS is not responsible at any time before, during, or after the Activity for the content, quantity, or quality of any food, beverage, or other substance consumed by said minors voluntarily participating in the Activity or accompanying Client to the Activity. Client bears sole responsibility for any injury, damage, disability, or death related to any known or unknown allergy sustained by said minors while voluntarily participating in the Activity or accompanying Client to the Activity.

Client bears sole responsibility for the security of the belongings of said minors at all times before, during, and after the Activity, and agrees that the loss, theft, or destruction of such belongings are Client's sole responsibility.

Client understands and acknowledges that Client is responsible for securing and maintaining health insurance on behalf of or for the benefit of said minors. In the event that said minors require medical care or treatment, Client agrees to be financially responsible for any and all costs incurred as a result of such care or treatment.

## **6. Release of Liability**

I hereby, for myself and my heirs, executors, administrators, assigns, and/or personal representatives, knowingly and voluntarily agree to this waiver and release of liability, in its entirety.

Client hereby waives any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation in the Activity, and that of said minors participating in the Activity or accompanying Client to the Activity, including but not limited to claims of personal injury and property damage.

Client hereby releases and forever discharges the Lounge or LCWNS, and the respective entity's affiliates, parent organization, subsidiaries, directors, officers, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, of any

liability, of any kind, arising out of Client's participation in the Activity, and that of said minors participating in the Activity or accompanying Client to the Activity.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Lounge or LCWNS, and the respective entity's directors, officers, managers, members, agents, staff, volunteers, and representatives.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions or neglect or recklessness.

#### **7. Indemnify and Hold Harmless**

Client agrees to indemnify and hold harmless the Lounge or LCWNS against any and all claims, suits, or actions, of any kind whatsoever, for liability, damages, compensation, or otherwise, brought by Client or anyone on Client's behalf, or by said minors participating in the Activity or accompanying Client to the Activity, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by Client or by anyone else acting on behalf of or for the benefit of Client, or by such minors or by anyone else acting on behalf of or for the benefit of such minors. If the Lounge or LCWNS incurs any of these types of expenses, Client agrees to reimburse the Lounge or LCWNS.

Client acknowledges that the Lounge or LCWNS, and the respective entity's directors, officers, managers, members, agents, 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 or for the benefit of the Lounge or LCWNS.

#### **8. Photographic Material Waiver and Release for Promotion**

As consideration for the right to participate in the Activity, Client hereby voluntarily grants the Lounge or LCWNS, and the respective entity's directors, officers, managers, members, agents, staff, volunteers, and representatives, non-revocable permission to capture Client's image and likeness, while participating in the Activity, in photographs, videotapes, motion pictures, recordings, negatives, and/or any other media (hereinafter collectively referred to as "images"). Client also voluntarily and irrevocably consents that the Lounge or LCWNS, and the respective entity's directors, officers, managers, members, agents, staff, volunteers, and representatives, may capture the image and likeness of said participating in the Activity or accompanying Client to the Activity in images.

Client acknowledges that the Lounge and LCWNS shall exclusively own such images and grants the Lounge, LCWNS, and Ms. Cipullo irrevocable, royalty-free, and otherwise unrestricted worldwide license to copyright, display, publish, broadcast, distribute, digitize, use, modify, print, and reproduce such images in any manner whatsoever related to the business, promotions, and pursuits of the Lounge, LCWNS, and Ms. Cipullo, including but not limited to publications, advertisements, brochures, catalogs, books, magazines, social media, websites, or any other publications or electronic displays and transmissions thereof, free and clear of any further obligations or compensation to Client.

Client waives any and all rights to inspect or approve the use of such images by the Lounge or LCWNS, and the respective entity's directors, officers, managers, members, agents, staff, volunteers, and representatives prior to said use.

Client forever releases and holds the Lounge or LCWNS, and the respective entity's directors, officers, managers, members, agents, staff, volunteers, and representatives, harmless from any and all liability arising out of the use of such images in any manner or media whatsoever, and waive any and all claims and causes of action relating to the use of such images, including but not limited to claims for invasion of privacy rights or publicity.

#### **9. Integration and Severability**

This waiver and release is entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Client and the Lounge or LCWNS agree that this agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms herein, but that it will be interpreted based on the language in accordance with the purposes for which it is entered.

In the event that any provision contained within this waiver and release shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall endure in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

#### **10. Binding Effect on Successors and Assigns**

This waiver and release is binding upon the representatives, successors, and assigns of Client and the Lounge and LCWNS.

#### **11. Certification**

As Client, I affirm that that I am at least 18 years of age, and that I am freely signing this waiver and release. I certify that I have read this agreement, that I fully understand its content, and that this waiver and release cannot be modified orally. I am aware that this is a contract which includes a release of liability, and that I am signing it of my own free will and volition.

As Client, in the event that I am the parent or legal guardian of minors under the age of 18 who are participating in the activity and/or are accompanying me to the activity, I hereby certify that I am the parent or legal guardian of said minors and do hereby declare my consent without reservation to the foregoing on behalf of and for the benefit of said minors.

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Client's Signature

Date

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Client's Name in Print

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Laura Cipullo, RD, CDE, CEDRD, CDN, RYT  
Proprietor, L'ifestyle Lounge LLC  
Proprietor, Laura Cipullo Whole Nutrition Services LLC

Date