



Dear Team Beachbody Coach:

In response to many of our Independent Team Beachbody Coaches using Fit Clubs as another tool for building their dynamic business, we have created these materials to help assist you make the most of this opportunity. Please note that while we are not providing you with insurance or legal advice, here are some tips that can help guide you in conducting a successful Fit Club.

First, since you likely will not know the health records, personal background, or fitness levels of each participant, you should have each participant sign a Waiver and Release to help limit the liability of both you and Beachbody. We have attached a sample of a Release and Waiver that you may want to use. You should always remember to have each participant sign this type of document before beginning a class (and you should keep all of the signed documents in a safe place). And just like all Beachbody workouts always state, you should remind all your participants to always listen to their bodies, take breaks when needed, and not do anything without their doctors' advice if they have a unique medical condition.

Second, because of the injury risks involved, Beachbody requires that, if you will be performing a workout from a Beachbody product, the individual workout be played in its entirety, which includes showing the warnings and guidelines at the beginning of each and every program. Similarly, you should stick to the pre-recorded workout routines, and not modify the moves or offer additional instruction. Both of these tips will really help not only protect you, but enhance the experience of all your prospects at your Fit Club. As you can appreciate, Beachbody cannot and will not be responsible for any workouts, routines, exercise or other physical instruction you may independently provide.

Third, you should always keep in mind that the location where the Fit Club occurs – if not at your home or some other location that you own – may require you to complete certain documents (evidence of insurance is one of the more common ones) as well.

Knowing there are risks involved, you should always exercise great care, caution and responsibility when offering a Fit Club. But by following these tips, we hope that you can have fun, help people improve their health, and provide a great forum to spread the word about Beachbody and the Coaching opportunity.

Thank you for all your hard work, and let's continue to help others decide, commit, and succeed, and live happier, healthier lives.

Best Regards,

A handwritten signature in blue ink that reads "Jonathan D. Gelfand". The signature is written in a cursive style and is positioned above the printed name and title.

Jonathan D. Gelfand
Chief Legal Officer and Senior Vice President Business Development

COACH FITNESS WAIVER AND RELEASE

I, _____, have enrolled in and/or am participating in a health and fitness program (“Program”) offered by _____, an Independent Team Beachbody Coach (“Coach”). The Program will include physical exercise and participation in a workout that may be provided by Beachbody, LLC (“Beachbody”). The Program or parts of the Program may be recorded (whether via photographs, video, sound recording, or otherwise), and such recordings may include my name, image, voice, likeness, and/or any statements I make about the Program, the Coach, Beachbody, or Beachbody products and services. I understand that I should not participate in the fitness workout or physical exercise if I have any physical or health limitations. I fully understand that there are certain risks of physical injury in connection with the Program, and, intending to be legally bound hereby, I, the undersigned, for myself as well as my heirs, assigns and legal representatives, expressly agree to:

- 1) Release, waive and discharge the Coach, Beachbody and any and each of their respective successors, assigns, affiliates, shareholders, officers, directors, managers, agents, attorneys, employees, and advertising/promotional companies (“Released Parties”), from all manner of actions and causes of actions, suits, debts, accounts, judgments, claims and demands whatsoever in law or equity (including costs and attorneys’ fees), including all claims arising out of or related to any incidents involving personal injury, arising in any way by participation in the Program and/or the Released Parties use of any recording of the whole or any part of the Program;
- 2) Not commence the Program unless I know I am in the proper physical condition (including by obtaining proper advice from my medical provider if applicable), and immediately stop any exercise or use of the Program should I feel pain, dizziness or any other discomfort;
- 3) Assume any and all risks involved in or arising from my voluntary participation in the Program, including without limitation, the risks of death, bodily injury, or property damage;
- 4) Grant the Released Parties a perpetual, worldwide, royalty free, sublicensable and transferrable right and license to display, modify, broadcast, publicly perform, reproduce, prepare derivative works of, distribute and/or otherwise use in any way any recording of the Program, including as it may include me, my name, image, likeness, voice and/or statements, in any media, in such manner, for such purposes and with such frequency as the Coach or Beachbody shall determine in its sole discretion without consideration to me and without further authorization by me; and
- 5) Indemnify, defend and hold harmless the Released Parties from any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys’ fees, arising in any way by my participation in the Program, or the use of any recording of the Program in whole or in part.

My signature below indicates that I have read all of the above material and fully understand this waiver as well as the risks and hazards that apply to participation in the Program. By signing this document I realize that I am waiving certain legal rights, and I have done so voluntarily. I acknowledge that the Coach is an independent contractor and not an employee or otherwise related to Beachbody except as an independent distributor of Beachbody’s products, and is not providing any expert fitness or safety advice which will all be at my sole discretion.

Date: _____

Print Name: _____

Signature: _____