



12157 W. Linebaugh Ave., #321
Tampa, FL 33626
813.891.6600

**GETAWAY FITNESS, INC.
PARTICIPATION AGREEMENT**

This Getaway Fitness, Inc. Participation Agreement (the "Agreement") is entered into as of _____, 2008, between Getaway Fitness, Inc., a Florida corporation ("GFI"), with an address of 12157 W. Linebaugh Ave., #321, Tampa, Florida 33626, and _____ (the "Participant"), with an address of _____ of _____.

Background Information

The Participant desires to participate in a personal fitness training program of GFI (a "GFI Program"). GFI and the Participant agree that the Participant will participate in such GFI Program under the terms set forth below.

Operative Provisions

1. Participation Period. The GFI Program in which the Participant will participate will occur on the following dates: _____.
2. Program Location. The GFI Program in which the Participant will participate shall take place at the following location: _____ (the "Program Location").
3. Participation Fee. In consideration of being allowed to participate in the GFI Program, the Participant shall pay GFI a fee of \$_____ upon execution of this Agreement. Such fee shall cover the activities and events comprising the GFI Program (as described in detail on Exhibit A) and the food and lodging at the Program Location. Any other expenses, including but not limited to travel expenses, parking, and food and beverage outside of scheduled events are the sole responsibility of the Participant.
 - Deposit: A 50% advance deposit is required at the time of the booking to guarantee the reservation in the GFI Program. The balance will be charged to your credit card 21 days prior to the start date of the GFI Program.
4. Participation in the GFI Program. The Participant hereby consents to voluntarily engage in a personal fitness training program conducted by GFI. The Participant will be evaluated by GFI staff to determine the types and levels of exercise the Participant will perform. The types and levels of exercise recommended for the Participant will be based on the Participant's response provided by the Participant on the Medical Health Screen Questionnaire and the fitness assessment test conducted by GFI staff and discussions with the Participant. The Participant understands that he or she will be required to undergo a physical fitness assessment test prior to the start of his or her personal fitness training program in order to evaluate and assess the present level of fitness. The Participant will be given exact instructions regarding the amount and type of exercise he or she should perform. The Participant agrees to participate in all of the exercise program sessions.

5. Nationally certified personal fitness instructors will provide leadership to direct the Participant's activities, monitor the Participant's performance and otherwise evaluate and make changes in the Participant's program as necessary based on the Participant's level of physical fitness. The Participant understands that the personal fitness instructor may reduce or stop the exercise program and/or activity if the personal fitness instructor determines that this should be done for the Participant's safety and benefit.

The Participant understands in order for him or her to garner all the benefits of the program that he or she is expected to attend every session and to follow the personal fitness instructor's instructions with regard to exercise, protocol, nutrition, and other health and fitness related programs and procedures. If the Participant is taking prescribed medications, he or she shall inform the GFI staff and shall inform them promptly of any changes that the doctor or the Participant has made with regard to use of these.

The Participant has been informed that during his or her participation in the above described personal fitness training program, the Participant will be asked to complete the physical activities unless symptoms such as fatigue, shortness of breath, chest discomfort or similar occurrences appear. At that time, it is the Participant's obligation to inform the personal fitness training program personnel of such symptoms.

The Participant understands that during the performance of the personal fitness training program, physical touching and positioning of the Participant's body may be necessary to assess muscular and bodily reactions to specific exercises, as well as ensure he or she is using proper technique and body alignment. The Participant expressly consents to the physical contact for the stated reasons above.

The Participant understands that this program may or may not benefit his or her physical fitness or general health. The Participant understands that involvement in the personal fitness training sessions will allow him or her to learn proper ways to perform conditioning exercises and use fitness equipment. These experiences should benefit the Participant by indicating how his or her physical limitations may affect his or her ability to perform various physical activities. The participant understands that if he or she closely follows the program's instructions, that he or she will likely improve his or her knowledge on how to exercise properly, know his or her strengths or weakness and have a better understanding of the importance that proper nutrition plays in his or her overall health fitness program.

6. Assumption of Risks. The Participant understands that the GFI Program will include strength, flexibility and aerobic exercise, including the use of exercise equipment. The Participant represents that he or she is physically sound and is suffering from no condition, impairment or illness that would prevent his or her participation in the GFI Program, including the use of GFI provided equipment or machinery. The Participant acknowledges that he or she has had a physical examination and has been given his or her physician's approval to participate in the GFI Program, or that he or she has decided to participate in the GFI Program without the approval of his or her physician. IN EITHER EVENT, THE PARTICIPANT ASSUMES ALL RISKS ATTENDANT TO HIS OR HER PARTICIPATION IN THE GFI PROGRAM AND ACKNOWLEDGES THAT THE FITNESS ACTIVITIES EMPLOYED IN THE GFI PROGRAM INVOLVE A RISK OF INJURY, INCLUDING A REMOTE RISK OF DEATH OR SERIOUS DISABILITY. The Participant acknowledges that he or she is voluntarily participating in the GFI Program with full knowledge and understanding of the dangers involved.

_____ (Initial)

7. Indemnity and Hold Harmless. In consideration of being allowed to participate in the GFI Program, the Participant hereby agrees to defend, indemnify and hold GFI and its employees, independent contractors, officers, directors, shareholders, agents and other affiliates (the "GFI Indemnitees") harmless from loss, injury, death or damage resulting from his or her acts or omissions while participating in the GFI Program. THE PARTICIPANT ALSO RELEASES THE GFI INDEMNITEES FROM ANY CLAIM FOR LOSS, INJURY, DEATH OR DAMAGE SUFFERED BY THE PARTICIPANT WHILE PARTICIPATING IN THE GFI PROGRAM, INCLUDING LOSS, INJURY, DEATH OR DAMAGE CAUSED OR CONTRIBUTED TO BY A NEGLIGENT ACT OR OMISSION OF ONE OR MORE OF THE GFI INDEMNITEES. The Participant further agrees to indemnify the GFI Indemnitees against all defense costs, including reasonable attorneys' fees, incurred in connection with any claim or lawsuit asserted against the GFI Indemnitees which claim, if proven, would be subject to indemnity under this paragraph.

_____ (Initial)

8. Health Insurance. The Participant represents and warrants that he or she is covered by a health insurance policy that covers any injuries or illness that might be sustained by the Participant while participating in the GFI Program and that such coverage contains normal limits of liability, deductibles and co-pays.

9. Consent to Emergency Medical Treatment. The Participant hereby authorizes GFI to obtain emergency medical treatment for the Participant should the need arise for such treatment while the Participant is participating in the GFI Program

10. Questions Answered. The Participant represents that he or she has been given the opportunity to ask questions of the GFI staff as to the programs and activities comprising the GFI Program, and that the questions have been answered to his or her satisfaction.

11. Confidentiality and Use of Information. The Participant has been informed that the information obtained in this personal fitness training program will be treated as privileged and confidential and will consequently not be released or revealed to any person without the express written consent of the Participant. The Participant, however, agrees to the use of any information not personally identifiable with the Participant for research and statistical purposes so long as same does not identify the Participant or provide facts which could lead to the Participant's identification. The Participant also agrees to the use of any information for the purpose of consultation with other health and fitness professionals, including the Participant's doctor. Any other information obtained, however, will be used by the program staff in the course of prescribing exercise for the Participant and evaluating the Participant's progress in the GFI Program.

12. Reading of Agreement. **THE PARTICIPANT REPRESENTS THAT HE OR SHE HAS FULLY READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT.**

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supercedes all negotiations, preliminary agreements and all prior agreements and contemporaneous discussions and understandings of the parties in connection with the subject matter hereof.

14. Amendments. No change, modification or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by all the parties hereto, their successors or assigns.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of law rules. Venue shall be exclusively in Hillsborough County, Florida.

16. Dispute Resolution. Any disputes arising out of or in any way relating to this Participation Agreement shall be resolved exclusively by the courts of the State of Florida in Hillsborough County, Florida, or by the United States District Court for the Middle District of Florida. The parties agree to be subject to the exclusive personal and subject matter jurisdiction of the foregoing courts and waive any objection to jurisdiction or venue in those forums.

17. Severability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

This Agreement has been executed as of the date set forth in the first paragraph of this Agreement.

PARTICIPANT

GETAWAY FITNESS, INC.

Maria Walker, President

V4