

Waiver and Release of Liability

For and in consideration of the opportunity to participate in a Transitions Lifestyle System® Weight Management Program, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for and on behalf of myself and my personal representatives, family, heirs, successors, assigns and next of kin, I, _____ (Name of Participant) do hereby fully and forever waive, release, discharge and covenant not to sue Market America, Inc., M3 Mall, it's successors, assigns, parents, subsidiaries, affiliates, owners, employees, representatives, officers, agents, contractos and directors (each considered one of the "Releasees" hereunder) from any and all liability, actions, causes of action, suits, proceedings, controversies, damages, judgments, executions, claims and demands whatsoever, in law, equity or otherwise, that may arise of one or more of the releases or otherwise, including, but not limited to, any claim of personal injury, medical complications, allergic reactions, death, property damage or failure to achieve my desired health benefits. I intend this Waiver and Release of Liability to be effective whether or not any accident, loss, damage, injury or death results from the negligence or intentional misconduct of one or more of the Releasees.

I agree that if, despite this Waiver and Release of Liability, I or anyone on my behalf including, but not limited to, my personal representatives, family, heirs, successors, assigns and or/next of kin, makes a claim or claims against any or all of the Releasees, I will indemnify and hold the the Releasees (or an y one of them) harmless from any and all litigation expenses, attorney fees, claims, judgments, losses, liabilities, damages or costs which may by incurred by the Releasees (or any one of them) as a result of and/or in association with such claim or claims.

I have read and I voluntarily sign this Waiver and Release of Liability Agreement. I fully understand it's terms, I understand that I have given up substantial rights by signing it and I have signed it freely and without any inducement or assurance of any nature and I intend to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this agreement is held to be invalid or unenforceable, the remainder shall continue in full force and effect to the maximum extent allowable by law. This waiver and release of liability has no expiration date.

Signature

Printed Name

Date