



**WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

PACKOUTS AND FOODS TRANSPORTED, FURTHER PREPARED, AND CONSUMED OUTSIDE OF CONTRACTED AREAS

This Agreement is between 1 Percent Fitness LLC (hereafter "1%") and the customer whose name is written below (hereafter "Customer"). 1% adheres to an extensive range of strict quality and food safety standards and policies. However, food preparation carries with it inherent risks that include, but are not limited to, health hazards resulting from improper transport, handling, and storage.

WAIVER

In providing cooked, perishable, or otherwise ready-made meals that are transported and consumed outside of the 1% kitchen. Customer, his or her personal representatives, agents, or assigns, hereby covenants not to sue 1%, its officers, employees, and agents for liability from any and all claims (including the negligence of 1%, its officers, employees, and agents) arising from personal injury, accidents, illness, death, or property loss as a result of consumption of meals made by 1%.

ASSUMPTION OF RISK

Consumption of meals carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid illness. The specific risks vary, but include failing to: (1) reheat food thoroughly; (2) chill or refrigerate food appropriately; and (3) clean instruments and hands used for food preparation.

INDEMNIFICATION

Customer agrees to indemnify and hold harmless 1% from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of consuming meals, and to reimburse them for any such expenses incurred.

SEVERABILITY

Customer further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Utah. If any portion thereof is held invalid, it is agreed that the remainder of the Agreement shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGEMENT OF UNDERSTANDING

Customer has read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement. Customer fully understands its terms, and knows that he or she is giving up substantial rights, including the right to sue. Customer signs the Agreement freely and voluntarily, is over the age of 18, and intends this to be a complete and unconditional release of all liability to the greatest extent allowed by law.

CANCELLATION

Cancellations received after our Saturday ordering deadline will be charged a \$50 late cancellation fee.

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE