

**XONY'S FIT OVER 40 PRIVACY POLICY:**

When purchasing from our site, your personal information is only used to create your specific program that is sent to you. We DO NOT send any information to third party. Your personal information will never be shared with anyone and is not saved or stored on any system. We value your privacy.

**XONY'S FIT OVER 40 RETURN POLICY:**

We do not offer any returns or refunds. Everything is sent to you up front. If unhappy with a program, we are more than happy to make necessary adjustments for you.

**XONY'S FIT OVER 40 INDIVIDUAL PLAN POLICY:**

These programs are created from both of your specific ages, weights and genders. Because this information varies from person to person, your plan will not work for friends and family. If they want to try out the program, they will need to sign up so that we can create the plan specifically for them and their individual information.

**XONY'S FIT OVER 40 PHYSICIANS WAIVER:**

**I ACKNOWLEDGE** that I should always consult a certified physician to confirm my ability and current health status, allowing me to safely participate in a diet program. My chosen certified physician should be consulted prior to starting a program, if I have any health concerns that may affect my ability to follow this activity correctly or at all, including but not limited to; heart issues, liver/gallbladder concerns, diabetes, allergies, etc. I agree not to participate in the activity unless I am mentally able, and I agree to abide by the decision of my doctor, official or agent, regarding my approval to participate in the activity.

**IN CONSIDERATION OF** the risk of injury that exists while participating in Xony's Fit Over 40 diet & workout program; and

**IN CONSIDERATION OF** my desire to participate in said activity and being given the right to participate in same;

**I HEREBY**, for myself, my heirs, executors, administrators, assigns or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowing and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the activity; and

**I HEREBY** release and forever discharge Xony's Fit Over 40, successors and assigns (collectively "Releasees") from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DIABLITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.**

**I FURTHER AGREE** to indemnify, defend, and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees, and any related costs.

**I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIBILITY. I EXPRESSLY AGREE TO THE RELEASE AND DISCHARGE. XONY'S FIT OVER 40 AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST FFU FITNESS FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statue or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Xony's Fit Over 40, its agents and employees.

This Release supersedes any and all previous oral or written promises or other agreements.

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

**THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.**