

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
AND COACHING AGREEMENT

THIS WAIVER, is entered into this [REDACTED] day of [REDACTED], 2025 by and between OKATT FITNESS, LLC and [REDACTED] ("Client") whereby Owen Kattenbraker ("Coach") agrees to provide Online Coaching or In-Person Training services focused on exercise and nutrition.

1. My Coach is not a doctor or registered dietitian. Any advice provided should not be taken as medical advice. It is not intended to diagnose, treat, cure, or prevent any health problem - nor is it intended to replace the advice of a physician. Always consult your physician or qualified health professional on any matters regarding your health. I understand that any supplement recommendations should be discussed with a physician prior to consumption.
2. I am fully aware of the risks and hazards connected with the activities of exercise, physical activity, and supplementation, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities. I understand that OKATT FITNESS, LLC does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, as a result of being engaged in such activities, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES** or otherwise, to the fullest extent allowed by law.
3. I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** OKATT FITNESS, LLC, from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me while participating in such activities, **REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE OKATT FITNESS, LLC**, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.
4. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** OKATT FITNESS, LLC from any loss, liability, damage, or costs, including court costs and attorneys' fees that OKATT FITNESS, LLC may incur due to my participation in said activities, **WHETHER CAUSED BY NEGLIGENCE OF OKATT FITNESS, LLC** or otherwise, to the fullest extent allowed by law.
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse if I am alive, and my heirs assign, and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE** OKATT FITNESS, LLC. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Tennessee and that any mediation, suit, or

other proceedings must be filed or entered into only in Wisconsin and the federal or state courts of Tennessee.

6. I understand that OKATT FITNESS, LLC does not offer refunds on services outside of select cases. A freeze may be offered in some cases. Services will be provided as soon as clients complete their first payment.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read it fully, understand it and sign it voluntarily as my own free act and deed IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this

_____ day of _____, 2025.

CLIENT SIGNATURE: _____

Privacy Policy

Effective Date: Monday, December 23, 2024

Okatt Fitness values your privacy. This Privacy Policy outlines how we collect, use, and protect your personal information when you visit our website www.okattfitness.com (the "Site") or use our services.

1. Information We Collect

We may collect the following types of information:

a. Personal Information

- Name
- Email address
- Phone number
- Payment information
- Health or fitness-related data provided by you

b. Non-Personal Information

- Browser type and version
 - Device type
 - IP address
 - Website usage data (e.g., pages visited, time spent on the Site)
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2. How We Use Your Information

We use the information we collect to:

- Provide and improve our services
 - Respond to your inquiries or requests
 - Process payments and schedule appointments
 - Send promotional materials, updates, or newsletters (with your consent)
 - Analyze website usage to improve user experience
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3. How We Share Your Information

We do not sell, rent, or trade your personal information to third parties. However, we may share your information:

- With service providers assisting in payment processing, email delivery, or website hosting
 - To comply with legal obligations or protect our rights
 - With your consent
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4. Data Security

We implement appropriate technical and organizational measures to protect your personal information from unauthorized access, loss, or misuse. However, no method of transmission over the internet or electronic storage is 100% secure, and we cannot guarantee absolute security.

5. Cookies and Tracking Technologies

We use cookies and similar technologies to:

- Enhance your browsing experience
- Analyze website performance
- Deliver targeted advertisements (if applicable)

You can control cookie preferences through your browser settings.

6. Your Rights

Depending on your location, you may have the right to:

- Access, correct, or delete your personal information
- Withdraw consent for specific data uses
- Opt out of receiving marketing communications

To exercise your rights, contact us at [Insert Contact Email].

7. Third-Party Links

Our Site may include links to external websites. We are not responsible for the privacy practices or content of these third-party sites. Please review their privacy policies independently.

8. Updates to This Privacy Policy

We may update this Privacy Policy periodically. Changes will be posted on this page with a revised effective date. We encourage you to review this page regularly.

9. Contact Us

If you have any questions or concerns about this Privacy Policy, please contact us at:

OKATT FITNESS, LLC

Email: owenkattenbraker@gmail.com

Phone: (608) 548-8876

Thank you for trusting OKATT FITNESS, LLC with your personal information.