

**MEDICAL FITNESS PROS
KATY SLIMDOWN CHALLENGE 2010
RULES**

Contest Rules:

1. Contestants must be at least eighteen (18) years of age to enter and participate in the Katy Slimdown Challenge.
2. The Katy Slimdown Challenge will begin on January 25, 2010 with an initial weigh-in session, and end on May 10, 2010 with a final weigh-in and measuring session. There will be 2 interim weigh-in and measuring sessions on March 1, 2010 and April 5, 2010. All weighing and measuring will take place at the facilities of Medical Fitness Pros located at 21938 Royal Montreal Drive, Katy, Tx 77450 or any other facility as designated by sponsors of the Katy Slimdown Challenge. Additionally, each contestant will have his or her picture taken during the initial and final weigh-in sessions. Only contestants who have submitted to all four (4) weigh-in sessions will be consider for the Grand Prizes.
3. Two Grand Prizes of a shopping spree at La Centera in Katy, Texas worth Five Hundred Dollars (\$500.00) each will be awarded at the end of the contest to the top female contestant and to the top male contestant.
4. Two Interim Prizes of one month personal training will be awarded to the top female and top male after each of the interim weigh-in and measuring sessions on March 1, 2010 and April 5, 2010.
5. Winners of the Katy Slimdown Challenge will be determined by a number of factors including, changes in total body fat, percentage of body fat, weight, weight percentage, circumference, and before and after pictures.
6. In case of a tie in either the male or female category, a drawing will be held to determine the winner.
7. Winners will be determined by the judges. Decisions of the judges are final.

TERMS AND CONDITIONS FOR PARTICIPATION
IN MEDICAL FITNESS PROS 2010 KATY SLIMDOWN CHALLENGE

Disclaimers and Warranties:

1. While the purpose of the Katy Slimdown Challenge is to promote a healthier lifestyle for all contestants, Medical Fitness Pros does not guarantee that contestants will lose weight, inches, fat, or reach their individual goals by virtue of their participation in the Katy Slimdown Challenge. Nor does it guarantee that any contestant will have any other specific results from their participation in the contest.
2. Although Medical Fitness Pros will offer contestants advice concerning fitness and nutrition during the contest, it will not provide individualized personal training programs or nutrition programs to each contestant as part of the Katy Slimdown Challenge. Medical Fitness Pros trainers are, however, available for hire on an individual basis.
3. Contestants may use any gym facility, exercise program, and/or diet plan of their choosing.
4. Neither Medical Fitness Pros nor its officers, or employees provide medical advice or counseling. Nothing stated in email to contestants, posted on any site or made available or recommended by Medical Fitness Pros is intended to be, and must not be taken to be, the practice of medicine or medical care.
5. Before starting an exercise program contestants are advised to have a physical examination by a medical professional.

Waiver of Liability:

I acknowledge and hereby assume all risks associated with this event including, without limitation, personal injuries, lost property, bodily injury, property damage, or other loss, damage or any other inconveniences.

Contestant expressly agrees that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Waiver shall be governed by and interpreted in accordance with the laws of the State of Texas.

Consent and Release to Use Name and Likeness:

I hereby irrevocably grant to Medical Fitness Pros its subsidiaries, affiliates, nominees, licensees, their successors, and assigns, and those acting with its authority, permission to use my name and likeness, the worldwide right to use my name, (including full name, partial name or any alias(es)), likeness and photograph(s), picture(s), portrait(s) (collectively "Name and Likeness") in all forms and media, and in all manners,

including composite and distorted representations, without limitation as to frequency or duration, for any lawful purposes, commercial and noncommercial in connection with it's goal of promoting a healthy lifestyle.

I hereby waive all rights and release the Medical Fitness Pros from, and shall neither sue nor bring any proceeding against any parties for, any claim or cause of action, whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use and exploitation of my Name and Likeness.

Acknowledgements and Agreements:

I have read and fully understand the Rules for Medical Fitness Pros 2010 Katy Slimdown Challenge. I understand that my failure to follow the rules as written will result in my disqualification from being considered for Prizes in connection with the contest.

I have read and fully understand the Waiver and Release to Use Name and Likeness, and the Waiver of Liability contained herein and I hereby waive and release Medical Fitness Pros, its employees, directors, officers, volunteers, agents, successors and assigns, and all sponsors, from any and all claims, liabilities or causes of action, including without limitation, death, bodily injury, property damage, or any other loss, damage or any inconvenience whatsoever, arising from my participation in the Katy Slimdown Challenge.

Further, I agree that in the event that any clause or provision of this document shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this document which shall continue to be enforceable.

I hereby acknowledge and understand that by signing this document, I am agreeing to all of the rules, terms, conditions and waivers for the Katy Slimdown Challenge.

Contestant Signature

Date

Medical Fitness Pros

Date