

Fit and Balanced Mom, LLC



WAIVER OF CLAIM AND RIGHT TO SUE, EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

Participant's Name: _____

Participant's Address: _____

Participant's Phone Number: _____ **Participant's Email address:** _____

Emergency Contact: _____ **Emergency Contact Phone Number:** _____

Please be aware that by signing this document you are waiving certain legal rights, including the right to sue. This is a release of your rights to sue Fit and Balanced Mom, LLC and/or its members, officers, managers, employees, agents and assigns (hereafter, the "Releasees") for personal injuries, wrongful death or property damage, anticipated or unanticipated, sustained by your participation in any activity on or about the premises of Releasees and/or in connection with the your participation in all activities, including but not limited to, yoga, pilates and/or exercise instruction conducted by Releasees, whether as a result of the negligence of Releasees or other participants or for any other reason.

IN CONSIDERATION of permitting me to enter the premises used by Releasees and/or participate in certain activities conducted by Releasees, including, but not limited to, yoga and/or pilates and/or group exercise instruction (hereafter, "the Activities"), I, for myself, my personal representatives, heirs, executors, administrators, assigns, and/or next of kin, do hereby acknowledge that the Activities present the risk of personal injury and/or death and/or property damage, and hereby waive, discharge, and agree not to sue the Releasees for any such personal injury and/or death and/or property damage occurring to me which arises out of or is related to participation in any of the Activities that may occur on or about the premises used by Releasees, and/or in connection with the Activities conducted by Releasees, whether caused by the negligence of the Releasees or otherwise.

I ASSUME full responsibility for any risk of personal injury, death or property damage arising out of, or related to, participation in any Activities on or about the premises of the Releasees, and/or or in connection with the Activities conducted by the Releasees, whether foreseen or unforeseen, and whether caused by the negligence of the Releasees, or otherwise.

I AGREE to indemnify and save and hold harmless the Releasees from any loss, liability, damage or cost that may occur which arises out of any of the Activities on or about the premises of Releasees, or conducted by Releasees, whether caused by the negligence of the Releasees, or otherwise.

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I AGREE, that in executing this agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this agreement. If any other provision of this agreement is found to be unenforceable or invalid, that provision shall be severed from this agreement and the remainder of the agreement will then be construed as though the unenforceable provision had never been contained within this agreement.

I AGREE that this agreement shall be effective from the date first written below and shall continue in nature for the entire duration of my participation in the Activities.

I DECLARE that I have read this contractual document entitled **WAIVER OF CLAIM AND RIGHT TO SUE, EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT** and fully understand that I am giving up substantial rights by signing it. I am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee having been made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I hereby declare that I am of legal age and competent to sign this agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understanding and concurrence with this agreement.

Participant's name (please print)

Participant's signature

Date

Witness name (please print)

Witness signature

Date

As parent or guardian, I am signing this document on behalf of my minor child or ward and agree to be specifically bound to all the terms and conditions of this agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance, or guarantee having been made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless the Releasees from any loss, liability, damages, or cost that may occur which arises out of my minor child or ward's participation in the Activities on or about the premises of Releasees, or conducted by Releasees, whether caused by the negligence of the Releasees, or otherwise.

Parent or Guardian's name (please print)

Parent or Guardian's signature

Date

Witness name (please print)

Witness signature

Date