



Workout Club & Wellness Center, Inc.
Waiver and Release of Liability - --READ BEFORE SIGNING-

IN CONSIDERATION of being provided the opportunity to participate in the Workout Club & Wellness Center, Inc.'s ("WCWC") obstacle course (the "Activity") I, _____ KNOWINGLY AND VOLUNTARILY EXECUTE THIS WAIVER AND RELEASE OF LIABILITY and, on behalf of myself my personal representatives, heirs and next of kin, intending to be legally bound, acknowledge, agree and represent as follows:

- 1. I request to participate in the obstacle court which may include, but not be limited to, participation in running, climbing, jumping, lifting heavy objects, and other activities of which the obstacle course consists.
2. I recognize and agree that there are inherent risks in participating in the Activity, including but not limited to risk of tripping, falling, having objects dropped on me, dropping objects on myself, and other similar risks associated with physical activity and exercise.
3. I acknowledge that the WCWC strongly recommends that I not participate in the Activity unless I have medical insurance sufficient to cover both minor and serious bodily injuries and that I have disability insurance if I am employed or have other significant responsibilities.
4. Assumption of Risk. I knowingly and freely assume all risks, both known and unknown, associated with participation in the Activity, EVEN IF ARISING FROM THE NEGLIGENCE of the WCWC or its employees and/or agents (collectively, the "Releasees") or others, and I further assume full responsibility for any actions in which I may engage while participating in the Activity.
5. Medical Authorization and Release. I understand that the WCWC in no way insures, guarantees, or otherwise maintains responsibility for any medical treatment I may require as a result of my participation in the Program.
6. Release and Covenant Not to Sue. I hereby release, waive, and discharge the Releasees, and each of them, from, and in addition covenant not to sue the Releasees, or any of them, for, any loss or injury to my person or property, including death, in any way arising in connection with my participation in the Activity, whether or not such loss or injury is caused by the negligence of the Releasees or any of them.
7. Indemnification. I hereby agree to indemnify, defend, and save and hold harmless the Releasees, and each of them, from any loss, liability, damage or cost that might be sustained by me or any third party or parties, or the property of any third party or parties, in connection with my participation in the Activity, whether or not such loss or injury is caused by the negligence of the Releasees or any of them.
8. Scope of Release and Indemnity. I expressly agree that the indemnification provided to Releasees in this Waiver and Release of Liability is intended to be as broad and as inclusive as permitted by the laws of the state of New Hampshire.
9. Choice of Law: Jurisdiction and Venue. This Waiver and Release of Liability shall be governed by, construed, and enforced in accordance with the laws of the State of New Hampshire. I hereby agree to submit to personal jurisdiction within the State of New Hampshire and further agree that the exclusive venue for resolving disputes arising in connection with this Waiver and Release of Liability shall be in state or federal court in the State of New Hampshire.
10. Modification of Waiver and Release of Liability. Any modification of this Waiver and Release of Liability or additional obligation assumed by me or the Releasees, or any of them, in connection with this Waiver and Release of Liability shall be binding only if evidenced in a writing signed by each party or his, her or its authorized representative.
11. Severability. The invalidity of any portion of this Waiver and Release of Liability shall not be deemed to affect the validity of any other provision hereof. In the event that any provision of this Waiver and Release of Liability is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed subsequent to the invalid provision being expunged.
12. Costs and Attorney's Fees. In the event that any costs are incurred to enforce any covenant contained in this Waiver and Release of Liability, including costs incurred in connection with any action at law or in equity to enforce this Waiver and Release of Liability, I agree to pay such costs, including, but not limited to, reasonable attorney's fees.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____
(Participant's Signature)

Witness

DATE SIGNED: _____

(Participant's Name - Please Print)

(Name of Parent or Guardian if Participant is a Minor - Please Print)

[To be used if participation to include person under the age of 18]

**FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for the participant identified below, do consent and agree to his/her release as provided above of all the Releasees, and each of them, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees, and any of them, from any and all liabilities incident to my minor child's involvement or participation in the Program or otherwise arising in connection with my minor child's presence on the Premises, as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, OR ANY OF THEM.

PARENT/GUARDIAN:

PARTICIPANT:

X _____
(Parent's/Guardian's Signature)

(Participant's Name)

DATE SIGNED: _____

Emergency Phone Number: _____