

Walnut Wellness Center

130 James Otis Smith Drive

Walnut, Miss. 38683

Name : _____

Address : _____

DL# _____

SSN# _____

Phone # _____

Single _____

Family _____

Annual Payment _____ Cash, Money Order, Check, Credit Card

Monthly Payment _____ by back draft ONLY

Bank information _____

Account # _____

Routing # _____

Amount of bank draft _____

Signature _____

Date _____

Email address: _____

of FOBS _____

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in EXERCISE (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly 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 whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge **Walnut Wellness Center, located at 130 James Otis Smith Drive, Walnut, Mississippi 38683**, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I agree to indemnify and hold harmless **Walnut Wellness Center** 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, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If **Walnut Wellness Center** incurs any of these types of expenses, I agree to reimburse **Walnut Wellness Center**.

I acknowledge that **Walnut Wellness Center** and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event of activity on behalf of **Walnut Wellness Center**.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of other, including but not limited to participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is release of liability. I expressly agree to release and discharge **Walnut Wellness Center** and all of its affiliates, manages, 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 **Walnut Wellness Center** for personal injury or property damage.

To the extent that statute or case law does prohibit releases for negligence, this release is also for negligence on the part of the **Walnut Wellness Center**, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

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

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength, Both the Participant, _____ and **Walnut Wellness Center** agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of the Agreement, but that it will be interpreted based on the language in accordance with the purposed for which it is entered into.

In the event that any provision contained with the Release of Liability shall be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, the said provisions shall be deemed to be written, constructed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>
--------------------------	-----------------------------	--------------------------

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it if my own free will.

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____

List ALL Family Members that are living in your household along with their age.

PARENT/GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

A WAIVER FOR ALL MINORS MUST BE SIGNED

Parent/Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____

Witnessed by: _____

Witnessed by: _____