

ASSUMPTION OF RISK, RELEASE, AGREEMENT NOT TO SUE AND WAIVER

READ THIS CAREFULLY – IT AFFECTS YOUR LEGAL RIGHTS.

In consideration of Julia W. Rosenthal (“Trainer”) acting as your physical trainer, you (“Participant”), for yourself and your heirs, assigns and legal representatives, hereby expressly agrees to:

1. ASSUME any and all risks involved in or arising from participant’s participation in physical training (“Training”), including, without limitation, the risks of death or bodily injury resulting directly or indirectly from the Training.
2. RELEASE the Trainer, her heirs, assigns and legal representatives from any and all responsibility, and agree not sue her, on account of or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising out of Participant’s Training, including without limitation, those based on death or bodily injury, whether or not caused by the negligence or other fault of the Trainer.
3. WAIVE the protection afforded by any statute or law whose purpose, substance and/or effect is to provide that a general release shall not extend to the claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time or executing the release;
4. That by participating in Training and its activities, Participant acknowledges that he/she is cognizant of all the inherent dangers of Training; and further agree that he/she will not participate in any Training without full disclosure of any physical conditions, including pregnancy, or any other physical condition that may impair his/her ability to understand instructions or to participate without creating risk to himself/herself.

I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT BY MAKING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS. I DO SO FREELY AND VOLUNTARILY. I FURTHER CERTIFY THAT I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT. I HAVE SIGNED THIS AGREEMENT AS MY OWN FREE ACT AND IF I HAVE ANY DOUBTS CONCERNING THE CONTENTS OF THIS AGREEMENT, I WILL CONSULT AN ATTORNEY BEFORE SIGNING IT.

This Agreement shall be governed by the internal laws of The Commonwealth of Massachusetts.

Participant’s Signature
Print Name:

Date