

**AGREEMENT FOR RELEASE AND WAIVER OF LIABILITY,
COVENANT NOT TO SUE AND INDEMNITY AGREEMENT**

1. In consideration of my receiving services as a participant in exercise activities with KOKOPILATES, LLC, (collectively referred to herein as “KOKOPILATES”), my legal representative(s), assigns, heirs, guardian(s), spouse and next of kin, hereby release, waive, and agree not to sue, assign, subrogate or bring any claim of any kind against, KOKOPILATES, and any person acting at their direction, or any agent, independent contractor, employee or guest of KOKOPILATES and shall further include the shareholders, partners, officers, employees, agents, spouses, heirs, lessees, tenants or permittees of KOKOPILATES.
2. I fully understand that any services KOKOPILATES provides including but not limited to flexibility, strengthening, exercise, yoga, and barre, are activities which involve the risk of injury. I affirm that I am in sound physical condition and able to participate in the type of physical exercise programs offered by KOKOPILATES. I VOLUNTARILY ACCEPT AND EXPRESSLY ASSUME ALL RISK OF INJURY AND DANGERS OF SUCH INVOLVEMENT, INCLUDING PHYSICAL INJURY TO MYSELF AND MY PROPERTY.
3. This Agreement for Release and Waiver of Liability, Covenant Not to Sue and Indemnity Agreement, are intended to be as broad and inclusive as is permitted by the laws of the State of New Mexico and include, but are not limited to, any claims of negligence, breach of contract, strict liability and claims for bodily injury, death, property damage, or other loss.
4. I also agree if anyone makes any claim(s) because of any injury to me (including death), or for any damage to my property, I will indemnify, defend, and hold harmless all those released by this Agreement from any expenses, damages or judgments, including legal expenses and attorney’s fees, resulting from those claims.
6. I also acknowledge and agree that I have, or it is my responsibility to obtain and keep in force, sufficient insurance coverage (including, but not limited to liability, health, disability and life) to protect me from any expense, liability claims or damages mentioned or included in this Agreement and that whether or not I obtain such insurance and whether or not such insurance is sufficient, the above provisions shall be fully effective and enforceable and I will be bound and liable thereunder.

I/WE HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND AGREEMENT NOT TO SUE AND IT IS FUTHER UNDERSTOOD AND AGREED THAT THIS RELEASE AND ASSUMPTION OF THE RISK IS TO BE BINDING UPON MY/OUR HEIRS, ASSIGNS, LEGAL (PERSONAL) REPRESENTATIVES, SPOUSE AND NEXT OF KIN. IF PARTICIPANT IS A MINOR, THE LEGAL GUARDIAN MUST SIGN ON BEHALF OF THE PARTICIPANT AGREEING TO ALL TERMS HEREIN.

DATE

PRINT PARTICIPANT NAME AND GUARDIAN NAME IF APPLICABLE

SIGNATURE OF PARTICIPANT/GUARDIAN