

## WAIVER/RELEASE AGREEMENT

I understand that there are risks and dangers inherent in participating and/or receiving instruction in Endurance Training Including the activities of Swimming/ Biking/Running, Yoga and Nutritional Advice, hereinafter "Activity". I also understand that in order to be allowed to participate and/or receive instruction in Activity, I must give up my rights to hold Endurance Health and Fitness for any injury or damage which I may suffer while participating and/or receiving instruction in Activity.

Knowing this, and in consideration of being permitted to participate and/or receive instruction in Activity, I hereby voluntarily release Endurance Health and Fitness from any and all liability resulting from or arising out of my participation and/or receipt of instruction in Activity.

I understand and agree that I am releasing not only the entities set forth in the paragraph above, but also the officers, agents, and employees of those entities.

I understand and agree that this Waiver/Release will have the effect of releasing, discharging, waiving and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my participation and/or receipt of instruction in Activity, except for the acts or omissions of Endurance Health and Fitness its officers, agents or employees which are found to be negligent by a court of competent jurisdiction.

I understand and agree that this Waiver/Release applies to personal injury, property damage, or wrongful death which I may suffer, even if caused by the acts or omissions of others.

I understand and agree that by signing this Waiver/Release, I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me while participating and/or receiving instruction in Activity.

I understand and agree that this Waiver/Release will be binding on me, my spouse, my heirs, my personal representatives, my assignees, my children and any guardian ad litem for said children.

I understand and agree that by signing this Waiver/Release, I am agreeing to release, indemnify and hold Endurance Health and Fitness , its officers, agents or employees harmless from any and all liability or costs, including attorneys' fees, associated with or arising from my participation and/or receipt of instruction in Activity.

I acknowledge that I have read this Waiver/Release Agreement and that I understand the words and language in it. I have been advised of the potential dangers incidental to participating and/or receiving instruction in Activity.

Dated: \_\_\_\_\_, 20\_\_\_\_\_ Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Witness: \_\_\_\_\_

