

WAIVER AND INDEMNITY

In consideration of services or property provided, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge and covenant not to sue ABATES and their respective instructors, members, volunteers, staff, heirs, assigns, and representatives, (collectively, the "Releasees") from any and all claims including, not by way of limitation, any claims arising from negligence of Releasees or any of them resulting in personal injury, accidents or illnesses (including death) and/or property loss arising from or relating in any way to participation in the Activity, the use of facilities in connection with the Activity, and/or travel before, during or after the Activity.

I agree to indemnify and hold harmless Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys fees, and to reimburse Releasees for any such expense incurred in connection with or as a result of (1)(a) Participant's participation in the Activity or (b) travel associated with the Activity or (2) arising in connection with or as a result of any attempt by anyone, including, not by way of limitation, Participation or anyone claiming on Participant's behalf, to avoid the terms of this document which I freely sign.

I have read this document in its entirety, fully understand its terms, and understand that I am giving up substantial rights – including my right to sue. I know, understand and appreciate these and other risks that are inherent in the Activity. I expressly agree and assert that participation in the Activity is voluntary and I knowingly assume all such risks and elect to proceed with the participation despite all the risks. I acknowledge that I am signing this document freely and voluntarily and intend, by my signature, the complete and unconditional release of all liability to the greatest extent allowed by law.

"Having such knowledge, I do hereby release ABATES employees and staff of all liability related to injuries or accidents to myself which may occur as a result of participation in the Personalized Fitness Training/Athletic Training/Ergonomics Program. I hereby assume all risks connected therewith and consent to participate in the Personalized Fitness Training/Athletic Training/Ergonomics Program."

Print Name _____

Signature _____

Date _____

Staff Member _____