

Tina Potenti LaCroix, Elevation Fitness and Cupcakes Anonymous

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

I, the undersigned, acknowledge and agree that I have read the foregoing agreement (hereinafter referred to as the "Agreement") and understand its contents.

In that regard, I understand and acknowledge the following:

1. I wish to participate in certain fitness classes covered by this Agreement (hereinafter referred to as the "Activity");
2. I understand and acknowledge that any Activity engaged in will require physical execution and inherent risk of injury and I am aware of said potential injury including, but not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death.
3. I understand and acknowledge that **Tina Potenti LaCroix, Elevation Fitness, Cupcakes Anonymous and its affiliates and instructors** (hereinafter referred to as the "Provider") is and/or has made no determination as to your medical and/or physical ability to engage in said Activity and that you are solely responsible for that determination in conjunction with consulting with your medical care provider and
4. You have, through your execution and understanding of this Agreement, acknowledged and affirmatively represent your ability to engage in the Activity.
 5. I am knowingly and voluntarily entering 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 Provider, located at **10 Mill Rd Boylston**, its affiliates, managers, members, agents, independent contractors, 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;
 6. I agree to indemnify and hold harmless Provider 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, or those brought on behalf of the minor child, including damages, attorney fees and/or any and all related costs, if litigation or the threat of litigation arises pursuant to any claims made by me or by anyone else acting on my behalf, or those brought on behalf of the minor child. If Provider incurs any of these types of expenses, I agree to reimburse Provider;
 7. I understand and acknowledge by executing this Agreement that Provider and its 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 or activity on behalf of Provider;
 8. I further acknowledge and agree that this Agreement is with regard to any and all acts and/or omissions of Provider, its affiliates, managers, members, agents, independent contractors, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns;
 9. I understand and acknowledge on my behalf individually, or on the behalf of a minor child, that I have carefully read this "waiver, release and indemnification" and fully understand that it is a release of liability and an agreement to indemnify and hold harmless. I expressly agree to release and discharge Provider and all of its affiliates, managers, members, agents, independent contractors, 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 Provider for personal injury or property damage;
 10. This Agreement was entered into without duress or coercion and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, (name printed below) and Provider 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 this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into; and
 11. In the event that any provision contained within this Release of Liability shall be deemed to 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.

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 of my own free will.

Signature _____ Printed Name: _____

Date: ____/____/____