

Mountain Brook Baptist Liability Form

HOLD HARMLESS/FULL RELEASE OF LIABILITY

I acknowledge and agree that I fully understand that my participation in the fitness training and activities offered by EVERYGIRLFITNESS, LLC (“Bootcamp”) will involve intense physical activity. I hereby state that I am in good physical condition and that I am able to participate fully in this activity. I agree to refrain and immediately stop my participation at any time should I believe that continuing to do so would cause injury or result in harm. This agreement and release of liability is given in consideration of my participation in Bootcamp. I am aware and understand that no physical examination was required for me to participate and that the instructor(s) has relied on my execution of this document in allowing me to participate in Bootcamp. I further understand that participation in Bootcamp involves risk and dangers of serious bodily injury and possibility of disability or death. I am not currently taking medications which would impair or impede my participation in physical activity, neither am I under the care of a physician or other medical provider who has placed any restrictions on the duration or the nature/degree of my physical activity.

I hereby RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS, EVERYGIRLFITNESS, LLC and MOUNTAIN BROOK BAPTIST CHURCH, and their respective members, officers, directors, agents, employees and/or assigns (collectively “RELEASEE”), from and against any and all liability, claims, demands, causes of action, losses or damages caused or alleged to be caused in whole or in part by (i) my participation in any of the exercises or activities involved in Bootcamp and/or (ii) the alleged negligence of the RELEASEE or otherwise, including, but not limited to, negligent rescue operation. I further agree that if, despite this release and agreement, I or anyone on my behalf makes a claim against RELEASEE, I will indemnify, save and hold harmless RELEASEE, from any litigation expenses, including attorney fees, loss, liability, damage or cost, RELEASEE may incur as the result of any such claim. This Agreement applies to and extends to my involvement in all classes, sessions and activities offered by RELEASEE including, without limitation, classes, sessions and activities in which I am currently involved and classes, sessions and activities in which I become involved in the future.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND THE SAME. I FURTHER ACKNOWLEDGE THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND THAT I HAVE EXECUTED THE SAME VOLUNTARILY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY KIND. I FURTHER INTEND FOR THIS AGREEMENT/RELEASE TO BE COMPLETE AND UNCONDITIONAL AND TO RELEASE RELEASEE FROM ALL LIABILITY TO THE FULLEST EXTENT ALLOWED BY LAW. SHOULD ANY PORTION OF THIS AGREEMENT/RELEASE BE HELD TO BE INVALID OR VOID, I AGREE THAT THE BALANCE OF THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT.

This _____ day of _____, 20__

Participant Signature