

Waiver and Release of Liability

Strong on Center

In consideration of the risk of injury while participating in Strong on Center activities (strength training, yoga, Barre) (the “activity”), and as consideration for the right to participate in the activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter 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 participating in the activities at strong on center, and do hereby release and forever discharge Gary Smith and Kristen McGovern, located on 248 Center Road Easton, CT 06612, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns for any physical or psychological injury including but not limited to illness, paralysis, death, damages, economic or emotional loss, that I may suffer as a direct result in my participation in the aforementioned activity, including traveling to and from an event related to this activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM, AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE, CONDITIONS RELATED TO TRAVEL OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME OF MY PARTICIPATION IN THIS ACTIVITY INCLUDING TRAVEL TO, FROM, AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Gary Smith and Kristen McGovern against any, and all claims, action, and suits of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs. If litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Gary Smith or Kristen McGovern incurs any of these types of expenses, I agree to reimburse Gary Smith and Kristen McGovern.

I acknowledge that Gary Smith and Kristen McGovern and their officers, director's volunteers and representatives and agents are not responsible for errors, omissions acts or failures to act any party or entity conducting a specific event or activity on behalf of Gary Smith or Kristen McGovern.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSONS PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risk may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to participant's volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE GARY SMITH AND KRISTEN MCGOVERN, AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL.

PRINT: _____

SIGNATURE: _____

DATE: _____