



MORNING CALM
MANAGEMENT

Waiver and Release of Liability

Express assumption of risk: I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. These risks include, but are not limited to: falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains. I am aware that any of these above-mentioned risks may result in serious injury or death to myself and/or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at, or under direction of my trainer. I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

Release: In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered at FNBCC Plaza @ 301 Yamato, I, the undersigned hereby release the owners of FNBCC Plaza @ 301 Yamato, Morning Calm Management, LLC (and its affiliated entities), and each of their respective partners, members, directors, officers, employees, and agents from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

Indemnification: I recognize that there is risk involved in the types of activities offered at FNBCC Plaza @ 301 Yamato. Therefore I accept financial responsibility for any injury that I may cause either to myself or to any other participant. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorneys' fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless the owners of FNBCC Plaza @ 301 Yamato, Morning Calm Management, LLC (and its affiliated entities), and each of their respective partners, members, directors, officers, employees, and agents from liability for the injury or death of any person(s) and damage to property that may result from my acts or omissions while participating in activities offered at FNBCC Plaza @ 301 Yamato, at the main building or abroad. This includes, but is not limited to, parks, parking areas, recreational areas, and any areas adjacent to main building, and/or any area selected for training.

I have read and understood the foregoing assumption of risk and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my acts or omissions.

Signature of participant: _____

Print Name: _____

Date: _____

Email Address: _____

Staff Use Only: Proof of Identification Received (attach to this form)