



**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT ("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way in the THE DAIREDD GROUP/DAIREDS SALON & SPA PANGÉA WELLNESS AND FITNESS PROGRAM offered by personal trainer Jon Drummond of WITH PURPOSE ELITE SPORTS PERFORMANCE AND DEVELOPMENT, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Sports Performance and Development Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted on private lands and facilities of which have the typical hazards associated with parks and gymnasiums is to be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in any activity supervised, instructed, or otherwise.
2. I FULLY UNDERSTAND that (a) SPORTS PERFORMANCE AND DEVELOPMENT ACTIVITIES INVOLVE RISK AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risk"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS, SOCIAL AND/OR ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COST AND DAMAGES I incur as result of my participation in the Activity.
3. I, HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE DAIREDD GROUP/DAIREDS SALON AND SPA PANGÉA AND/OR WITH PURPOSE, LLC, their respective administrators, agents, officers, members, volunteers, and employees, orther participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGAES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NELIGENCE F THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESUE OPERATION; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which many incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDONAL RELEASE OF ALL LIABILITY TO THE GREATEST ENTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

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Client NAME: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ (____) _____ (____) _____
Home Work Mobile

I HAVE READ AND FULLY UNDERSTAND ALL OF THE ABOVE INFORMATION AND ACCEPT ALL OF THE TERMS OF DAIREDS GROUP/DAIREDS SALON AND SPA PANGAEA WELLNESS AND FITNESS PROGRAM WITH PURPOSE ELITE SPORTS PERFORMANCE AND DEVELOPMENT AGREEMENT FOR PERSONAL COACHING AND CONSULTING SERVICES BY EVIDENCE OF MY SIGNATURE BELOW.

CLIENT SIGNATURE DATE

THE DAIRED GROUP/DAIREDS SALON AND SPA PANGAEA REPRESENTATIVE DATE