

TSA Sport and Fitness
MUTUAL RELEASE OF LIABILITY AGREEMENT

This release of liability (Mutual Release) agreement (“The Agreement”) is made by and between (Print name here) [REDACTED] having its office/resident at (Address) [REDACTED], and **TSA SPORT AND FITNESS LLC.**, having its office at Jackson, Tennessee 38305 (each a “party”, and collectively the “Parties”). The effective date of this release agreement is **1** day of **January** 2023.

Both parties mutually release and forever discharge the other party including the other party’s affiliates, trainer, nutrition, successors, officers, employees, representatives, partners, agents, and anyone claiming through them, in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which the party has or ever had or may in the future have against the other party arising out of or relating to the Training/Nutrition Agreement.

RELEASE OF LIABILITY

Under the terms of this Release Agreement and sufficiency of which is hereby acknowledged, the Releaser hereby releases and forever discharges the Releasee from the liabilities assigned under the sports/Training/Nutrition Agreement (“Liability”).

ASSUMPTION OF RISK

The undersigned releaser hereby acknowledges and agree that the releaser understands the nature of the Event; that releaser is qualified, in good health, and in proper physical condition to get training and follow the nutrition diet plan (If any) therein; that there are certain inherent risks and dangers associated with the sport’s Training and nutrition’s diet plan and exercises; and that, except as expressly set forth herein, the releaser, knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, releaser’s participation in the Training and Diet plan. The trainee/client further acknowledges that;

- To the best of my knowledge, I am in good physical condition and have no disease, physical limitation, health concern, or injury that would be aggravated or would be the cause of any injury sustained, before, during, or as a result of my participation in activities related either directly and/or indirectly to (Insert Name of Sports Training Inc.)
- I recognize that exercise might be difficult and strenuous and there could be dangers inherent in exercise for some individuals. I acknowledge that the possibility of certain unusual physical changes during exercise does exist. These changes include abnormal blood pressure; fainting; disorders in heartbeat; heart attack; and, in rare instances, death.

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- I understand that as a result of my participation in an exercise or other program, I could suffer an injury or physical disorder that could result in my becoming partially or disabled and incapable of performing any gainful employment or having a normal social life.
- I recognize that an examination by a physician should be obtained by all participants prior to involvement in any exercise or physical program. If I have chosen not to obtain a physician's permission prior to beginning this exercise or physical program with TSA Sport and Fitness, or any assumed names, I hereby agree that I am doing so at my own risk.
- In any event, I acknowledge and agree that I assume the risks associated with any and all activities and/ or exercises in which I participate.
- I acknowledge and agree that no warranties or representations have been made to me regarding the results I will achieve from this program.
- I understand that results are individual and may vary.
- I, my personal representatives, assigns, heirs, and next of kin, may have for any loss, damage, or injury to person or property, whether caused by negligence or otherwise of the releasee. In addition, I agree to release against all claims, demands, and actions arising out of either my own and/or my minor child's actions or involvement.

INDEMNIFICATION

The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasee HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, the training and Nutrition's diet plan, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

ACKNOWLEDGMENTS

- i. It is hereby acknowledged and agreed by the releaser that the work done by the releasee under the Sports/Training/Nutrition Agreement dated , 2023 has been completed by the releasee according to the requirements of the releaser. Nothing is pending and incomplete under the Training/Nutrition agreement.
- ii. It is also agreed between the parties that the releasee shall be entitled to continue his services with other clients in the same area or sector in the future unconditionally.

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- iii. This Release shall not be in any way construed as an admission by either party that it has acted wrongfully with respect to any party or person, that it admits liability or responsibility at any time for any purpose, or that either party has any rights whatsoever against the other party.

- iv. It is hereby agreed by both parties that after signing this release, the releasee shall be free from any bar or encumbrance whether pending or in the future.

This Release shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors, and assigns. Both parties have the authority to release the Claims and have not assigned or transferred any Claims to any other party or person. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Release.

MODIFICATION

This Release may not be altered, amended, or modified, except by a written document signed by both parties.

GOVERNING LAWS

The terms of this Release shall be governed by and construed in accordance with the laws of the State of Tennessee.

It is hereby agreed by both parties that the parties have fully understood their right to review all aspects of this Release and, they have carefully read and fully understand all the provisions of this Release and they are freely, knowingly, and voluntarily entering into this Release.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DAY.

(Insert Name of Releaser (Releaser))

Name: _____ Representative: _____
Sign: _____
Title: _____

Organization/Name _____ Sign: _____