

Ashletics LLC DBA
STATE OF MIND
RELEASE AND WAIVER

Name: _____ Date of Birth: _____
(MM/DD/YYYY)

1. In consideration of joining in the above-described event (the “**Activity**”), I agree and acknowledge that I am fully aware that participation in the Activity may involve risks and I voluntarily assume and accept all the risks of participating, even if the risks are created by the carelessness, negligence or gross negligence of a Released Party (as defined below) or anyone else.
2. I agree and acknowledge that: (a) the Activity involves physical activity and exertion; (b) I am in proper physical condition to participate in the Activity, and am aware that participation could, in some circumstances, result in serious physical injury or death; (c) I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured; (d) I understand that the Activity is not a substitute for medical attention, examination, diagnosis or treatment; and (e) I am aware that it is advisable to consult a physician prior to participating in the Activity. If I have consulted a physician, I represent and warrant that I am not participating in the Activity against my physician’s advice.
3. I am aware that there is no obligation for any person to provide me with medical care during the Activity. I understand and acknowledge that: (a) there may be no aid stations available for the Activity; and (b) If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.
4. “**Claims**” include but are not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, personal injury or death in connection with participation in the Activity which includes parking lot and outside area as well as Activity. “**Released Party**” means and includes the individual Activity instructors, Ashletics LLC DBA State of Mind and any related parent or subsidiary entities, and any employees, representatives, or agents thereof.
5. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully and unconditionally release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else. Without limiting the foregoing, I further waive any recourse which I may now or hereafter have resulting from any decision, act, or omission of any Released Party in conjunction with participation in the Activity. I agree not to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify and hold harmless each Released Party from any loss or liability (including any reasonable legal fees) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.
6. I understand that the parking area may have hazardous conditions, such as, ice, potholes, slippery conditions.
7. I give permission to Ashletics LLC to take and use photos/videos in classes, workshops, and events and use it for website , marketing and social media platforms. I understand that there are security cameras in the building.
8. I have fully read and understood this agreement and acknowledge that I am at least 18 years of age. I am aware that by signing this agreement, I am voluntarily waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Released Parties.

BY SIGNING BELOW, Participant accepts and agrees to the terms and provisions contained in this Release and Waiver.

Participant Name _____ Signature _____ Date _____

Address: _____

City: _____ Province/State: _____ PostalCode/Zip Code: _____

Phone: (_____) _____ - _____

email: _____

Emergency contact name: _____

Emergency Phone No.: (_____) _____ - _____