

# THE MAT SOCIETY, LLC

## THIS IS A RELEASE OF LIABILITY – READ BEFORE SIGNING

**NOTE:** THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN ANY RECREATIONAL ACTIVITY OFFERED OR PROVIDED BY THE MAT SOCIETY, LLC

PARTICIPANT'S NAME \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_  
(PLEASE PRINT)

IN CONSIDERATION of THE MAT SOCIETY, LLC their agents, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf offering and providing services to include viewing and instruction of various fitness techniques. I hereby agree to release, indemnify, and discharge The Mat Society, LLC on behalf of myself, my spouse, my children, my parents, my heirs assigns, personal representative and estate as follows:

1. I acknowledge that recreational activities including but not limited to: fitness instruction entails known and unanticipated risks that could result in physical and emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I knowingly and freely assume all risks, both known and unknown, even if arising from the negligence of those persons released from liability below, and assume full responsibility for my participation.
2. I expressly agree and promise to accept and assume all of the risks existing in these activities. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless The Mat Society, LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity.
4. Should The Mat Society, LLC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against The Mat Society, LLC, I agree to do so solely in the state of North Carolina in the jurisdiction of the courts of Davidson or Yadkin County, and I further agree that the substantive law of North Carolina shall apply in that action without the regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found or to be void or unenforceable, the remaining document shall remain in full force and effect.
7. I understand and agree that this release of liability and assumption of risk agreement covers each and every recreational or related activity and event in which I participate hereafter.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
PARTICIPANT'S SIGNATURE DATE SIGNED

\_\_\_\_\_  
ADDRESS CITY, STATE ZIP CODE

\_\_\_\_\_  
E-MAIL ADDRESS

### **PARENT OR GUARDIAN MUST READ AND SIGN THIS FORM BELOW IF PARTICIPANT IS UNDER 18**

This is to certify that I, as parent/guardian with legal responsibility for this individual, do consent and agree not only to his/her participation in any recreational activity and use of any equipment and facilities, I further agree to release and indemnify and hold harmless The Mat Society, LLC from any and all claims which are brought by, or in behalf of minor participant, and which are in any way connected with such use or participation by minor, to his/her involvement in these activities for myself, my heirs, assigns, and next of kin.

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Parent/Guardian's Signature Emergency Phone Number