



WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Overview

Upon signing this agreement, you agree that your participation in, attendance of, and/or presences on and off the premises of If You Could Save "Just One" are at your own risk and that you assume the risk of any and all injury and/or damage you might sustain, regardless of whether you are a participant, spectator, or otherwise.

Your assumption of risk includes but is not limited to the use of any programs or other equipment (mechanical or otherwise) and accessing Just One premises. You further agree to assume the risk of your participation in or presence at any camps, events, practices, activities, classes, programs, instructions or Just One sponsored events. You agree that any voluntarily participating in Just One activities and assume all risks, known and unknown, associated with the same. You agree on behalf of yourself (and your spouse, children personal representatives, heirs, executors, administrators, agents, and assigns) to forever release and discharge Just One, owners, employees, agents, representatives, affiliates, successors, and assigns from any and all claims or causes of action (known or unknown) arising out of the negligence or recklessness of Just One, whether active or passive, or that of any of its affiliates, employees, agents, representatives, successors, volunteers and assigns.

This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your child's use of any equipment or facilities which may malfunction or break, (b) Just One's improper maintenance of any exercise equipment or facilities, (c) Just One's instruction or supervision, including personal training, strength training, refereeing and coaching, (d) your child's slipping or tripping and falling while on or off Just One premises, including Just One's negligent inspection or maintenance of such premises, and (e) your child sustaining personal injuries as a result of the dangerous condition of property on which your child is present in relation to any Just One function.

By executing this Agreement, you hereby agree to indemnify and hold harmless Just One from any loss, liability, damage, or cost Just One may incur due to your child's presence at any Just One premises or facility. You further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of Washington State and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

You acknowledge that Just One performs a service to participants and is not in the business of selling, leasing, or otherwise placing into the stream of commerce exercise or sports equipment, or other such products, and the use of any such items is incidental to the services provided by Just One.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST JUST ONE FOR NEGLIGENCE, RECKLESSNESS OR ANY DEFECTIVE PRODUCT ON THEIR PREMISES. YOU VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO OTHER AGREEMENT (ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT) HAS BEEN MADE.

This Release has been carefully read and fully understood by the undersigned. The terms have been explained to me and I am freely, knowingly and voluntarily entering into this Release.

Date: _____

Signed: _____

Name: _____