

Joulebody LLC Indemnification Waiver

In consideration of permission to use, today and on all future dates the property, facilities and services of Joulebody LLC, I on behalf of myself, my heirs, personal representatives, or assigns, do hereby release, waive, discharge, and covenant not to sue, \_\_\_\_\_, its directors, officers, employees, volunteers, independents contractors, and agents from liability from any and all claims arising from the ordinary negligence of \_\_\_\_\_ or any of the aforementioned parties. This agreement applies to 1) personal injuries (including death) from accidents or illnesses arising from the participation in \_\_\_\_\_ activities including, but not limited to, organized activities, classes, observation, and individual use of facilities, premises, or equipment; and to 2) any and all claims resulting from the damage to loss of, or theft of property.

Indemnification and Hold Harmless: I agree to HOLD HARMLESS AND INDEMNIFY \_\_\_\_\_ from all claims resulting from negligence and to reimburse them for any expenses incurred by \_\_\_\_\_ in investigating and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that \_\_\_\_\_ is not responsible for the injury or loss.

Severity and Venue: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in (Check with the attorney in your state)

Acknowledgement of Understanding: I have read this waiver of liability and indemnification agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law in the State of New York.

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. \_\_\_\_\_ has facilities for and provides for activities such as weight lifting, jogging, and running, aerobic activities, and yoga. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity, which places stress on the cardiovascular system.

The specific risks vary from one activity to another, but in each activity the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as loss of sight, joint or back injuries, concussions, and heart attacks. to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know the nature of the activities at \_\_\_\_\_, I understand the demand of those activities relative to my physical condition and skill level, and I appreciate the types of injuries, which may occur as a result of activities made possible at \_\_\_\_\_. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Acknowledgment of Understanding: I have read this assumption of risk and fully understand its terms. I acknowledge that I am signing freely and voluntarily and intend my signature to signify a complete assumption of the inherent risk of participating or observing recreational activities at \_\_\_\_\_ to the greatest extent allowed by law in the State of New York.

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date