



AGREEMENT OF RELEASE AND WAIVER OF LIABILITY

I, _____, have enrolled in a health and fitness program (the "Program") offered by Barre Bliss, LLC. I recognize that the Program involves strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, and other fitness activities. I understand that it is my responsibility to consult with a physician before participation in the Program, and I hereby affirm that I am in good physical condition and do not suffer from any known disability or condition which would prevent or otherwise limit my full participation in the Program.

In addition, I am fully aware of the risks and hazards connected with the participation in the Program including, but not limited to, physical injury or even death. I hereby elect to voluntarily participate in the Program knowing that the associated physical activity may be hazardous to me and/or my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME, OR LOSS OR DAMAGE TO PROPERTY OWNED BY ME, AS A RESULT OF PARTICIPATION IN THIS PROGRAM.**

I hereby release, waive, discharge, and covenant not to sue Barre Bliss, LLC and/or any of its directors, officers, members, servants, agents, consultants, volunteers, employees, and/or insurers (collectively, "Releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury (including, but not limited to, death) that may be sustained by me, or to any property belonging to me, while participating in the Program, or while on or upon the premises where the Program is being conducted including, but not limited to, any claims arising under negligence. I hereby agree to indemnify, save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur which is in any way associated with my participation in the Program or my use of any facilities or equipment in connection with the Program.

It is my express intent that this waiver and release shall bind any and all members of my family including, but not limited to, my spouse, if I am alive, and my heirs, assigns, and personal representatives, if I am deceased. It is also my expressed intent that this waiver and release shall also be deemed a full release, waiver, discharge, and covenant not to sue insofar as my aforementioned family members, heirs, assigns, and personal representatives are concerned. I hereby further agree that this waiver and release shall be constructed in accordance with the laws of the State of Idaho.

By signing this waiver and release, **I acknowledge and represent that I have read and understand the foregoing** and hereby sign it voluntarily as my own free act and deed; no oral representations, statements or inducements have been made; and I hereby execute this waiver and release for valuable consideration, (including participation in the Program), intending to be bound by the same.

By: _____

Dated: _____

Print Name: _____

Address: _____
