

METROWEST BOOTCAMP, LLC.  
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

*NOTICE: It is wise to seek your doctor's advice before beginning any health/fitness/nutrition program!*

**LIABILITY RELEASE**

This release is entered into between the undersigned and METROWEST BOOTCAMP, LLC, its officers, subsidiaries, affiliates, and executors in addition to the Commonwealth of Massachusetts. The purpose of METROWEST BOOTCAMP, LLC is to provide fitness instruction and coaching for various levels of athletes/individuals.

The undersigned hereby acknowledge that the following was explained to me and/or agreed upon

Acknowledges that METROWEST BOOTCAMP, LLC Instructor is not a physician and is not trained in any way to provide medical diagnosis, medical treatment, or any other type of medical advice.

THE UNDERSIGNED acknowledges that coaching/training is another tool for teaching athletes/individuals about themselves, but that METROWEST BOOTCAMP, LLC does not guarantee neither good nor bad will occur nor guarantees the training advice given by METROWEST BOOTCAMP, LLC Instructor including METROWEST BOOTCAMP, LLC will produce good nor bad results.

THE UNDERSIGNED acknowledges that the undersigned has been told if they feel tired, feel pain or feel out of the ordinary in any way either related to your training, or otherwise, that the undersigned should contact a physician at once.

THE UNDERSIGNED acknowledges that boot camps, aerobic classes, martial arts, kick boxing, running, kung-fu, weight training, obstacle courses, and any other related sports are an extreme test of one's mental and physical limits and carry with it potential for damage or loss of property, serious injury and death. That the undersigned assumes the risks of participating in these types of events/activities including the elements of a natural environment, that they are fit, and they have a regular medical physician they can contact regarding any medical problems that they might develop. The undersigned expressly waive, release, discharge and agree not to sue from any liability of death, disability, personal injury, or action of any kind METROWEST BOOTCAMP, LLC for the undersigned participating in said sporting events and/or training for said sporting events.

THE UNDERSIGNED agrees that this is the full agreement between the parties, that METROWEST BOOTCAMP, LLC including METROWEST BOOTCAMP, LLC Instructors nor anyone else has not verbally contradicted any of the terms of this release and that the undersigned has entered into this agreement free and voluntarily without force or coercion.

THE UNDERSIGNED, in consideration of my participation in the METROWEST BOOTCAMP, LLC and the services provided to me in connection with my participation therein, recognize that the company's business and its practices are special and unique and that access to and knowledge of which are essential to my involvement with its programs. I agree not disclose any such information to any person, firm corporation, association or other entity for any reason or purpose whatsoever or make use of any such property for my own purposes or for the benefit of any person, firm, corporation, association or other entity and hold such information as being confidential. I further agree that I shall not, for a period of five (5) years from the date of my last participation, directly or indirectly, establish or engage in any business which competes with METROWEST BOOTCAMP, LLC.

THE UNDERSIGNED hereby releases, waives, discharges and covenants not to sue METROWEST BOOTCAMP, LLC (hereinafter referred to as 'releasees') from all liability to the undersigned...for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise, while the undersigned is in, upon, or about the premises of any facilities or equipment therein.

THE UNDERSIGNED hereby agrees to indemnify and save and hold harmless the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the METROWEST BOOTCAMP, LLC premises or in any way observing or using any facilities or equipment of the METROWEST BOOTCAMP, LLC, whether caused by negligence of the releasees or otherwise.

THE UNDERSIGNED hereby assumes full responsibility for and risks of bodily injury, death or property damage due to the negligence of releasees or otherwise while in, about or upon the premises of METROWEST BOOTCAMP, LLC and/or while using the premises or any facilities or equipment hereof.

THE UNDERSIGNED has read and voluntarily signs THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart form the foregoing written agreement have been made.

I HAVE READ THIS RELEASE.

DATE \_\_\_\_\_

\_\_\_\_\_  
Signature of the Applicant