



## RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I, \_\_\_\_\_, have enrolled in a program of strenuous activity with DAWN QUIOCHO, doing business as BUFF MAMA PERSONAL TRAINING (“BUFF”), which will include, but not be limited to, aerobic activities (walking, jogging, running and jumping rope), weight training, physioball training, plyometrics, sit-ups, push-ups and stretching. I understand that strenuous physical activity, particularly in those with particular diseases or disabilities, can be HAZARDOUS and there is a risk of INJURY or DEATH. I hereby affirm that I am in good physical condition and do not have any disability or condition that would restrict my participation in the activities proposed. No physician or other medical professional has advised me not to participate in exercise programs like that here contemplated. I have informed BUFF of any physical conditions which may restrict my participation or call for a modified regime of exercises.

I agree that although BUFF may prepare such a modified exercise regime, it is my responsibility alone to monitor its effect upon my physical condition. I agree to ASSUME ANY AND ALL RISKS OF INJURY OR DEATH, which might be associated with or result from my participation in this program of exercise, including, without limitation, heart attack, muscle strains, pulls or tears, broken bones, strains of the knee, back, foot or other joints, shin splints, heat prostration, or any other illness, soreness or injury. I further agree to RELEASE FROM LIABILITY AND INDEMNIFY AND HOLD HARMLESS BUFF, as well as its owners, agents, affiliated companies and employees, for any damage, injury or death, whether caused by NEGLIGENCE, or for any other reason connected with my participation in this program, to the fullest extent allowed by law.

I, the undersigned, have carefully read this agreement and understand its terms. I understand that this is a RELEASE OF LIABILITY which will legally PREVENT me or any other person from filing or making any other legal claim for damages in the event of my injury or death. I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me and upon my heirs and assigns.

I agree that this is the full agreement between me and BUFF on this subject, supersedes and incorporates any prior agreements and that this agreement may not be changed except in a writing signed by both parties. I further agree that this agreement is to be determined by Hawaii law and that any dispute related hereto will be resolved in the state and federal courts found in Honolulu, Hawaii.

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Client Signature

Date