

Perfect Postures, Inc.

www.perfectpostures.com

617-244-6900

Suite 110
2020 Commonwealth Avenue
Newton, MA 02466

22 Graf Road
(Inside Fuel Fitness Studio)
Newburyport, MA 01950

**Client's Assumption of Risk, Waiver and Release of Liability,
and Indemnification Agreement**

I, _____ (please print), hereby acknowledge and agree that in consideration of being permitted to participate in Perfect Postures, Inc. (hereinafter "Perfect Postures") corrective exercise and/or strength training programs and sessions and to receive Perfect Postures services:

ASSUMPTION OF RISK – I hereby agree that if I engage in any physical exercise or activity, including corrective exercise and/or strength training, or enter Perfect Postures' premises or use any facility or equipment on the premises for any purpose, I do so at my own risk and assume the risk of any and all injury and/or damage that I may suffer, whether engaging in physical exercise or activity or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to me by Perfect Postures or otherwise, including injuries or damages arising out of negligence of Perfect Postures, whether active or passive, or any of Perfect Postures' affiliates, related entities, officers, directors, employees, agents, representatives, successors, and assigns. My assumption of risk includes, but is not limited to, my use of any exercise equipment (mechanical or otherwise), shower rooms, locker rooms, sidewalks, parking lots, stairs, lobby or other general areas of any facilities, or any equipment. I assume the risk of participation in any activity, class, program, instruction, or event, including but not limited to, cycling, weightlifting, walking, jogging, running, aerobic activities, or any other sporting or recreational endeavor. I agree that I am voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to me or to my property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of negligence of Perfect Postures or any of Perfect Postures' affiliates, related entities, officers, directors, employees, agents, representatives, successors, and assigns, or otherwise.

Client Initials

RELEASE – I agree for myself, as well as for my personal representatives, heirs, executors, administrators, agents, and assigns, to release and discharge Perfect Postures and any of Perfect Postures’ affiliates, related entities, officers, directors, employees, agents, representatives, successors, and assigns from any and all claims or causes of action, known or unknown, arising out of negligence of Perfect Postures, whether active or passive, or any of Perfect Postures’ affiliates, related entities, officers, directors, employees, agents, representative, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) my use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises, or facilities, (c) negligent instruction or supervision, including corrective exercise and strength training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from corrective exercise or strength training, including injuries resulting from Perfect Postures’ or anyone else’s negligent inspection or maintenance of the facility or premises.

Client Initials

INDEMNIFICATION – By execution of This Agreement, I hereby agree to indemnify and hold harmless Perfect Postures and any of Perfect Postures’ affiliates, related entities, officers, directors, employees, agents, representatives, successors, and assigns from any loss, liability, damage, or cost Perfect Postures or any of Perfect Postures’ affiliates, related entities, officers, directors, employees, agents, representatives, successors, and assigns may incur due to the provision of corrective exercise and/or strength training by Perfect Postures to me.

Client Initials

ACKNOWLEDGMENTS – I expressly agree that the foregoing assumption of risk, waiver and release of liability, and indemnification agreement is intended to be as broad and inclusive as permitted by the law in the Commonwealth of Massachusetts and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I acknowledge that Perfect Postures offers services to Perfect Postures’ clients encompassing a broad spectrum of corrective exercise, strength training, and fitness activities. I acknowledge and agree that Perfect Postures is not a gym or health club. This document is not intended as an attempted release of claims for gross negligence or intentional acts.

I further acknowledge that I have carefully read and fully understand that this document is an express assumption of risk, waiver and release of liability, and indemnification agreement. I am aware and agree that by executing this document, I am giving up my right to bring legal action or assert a claim against Perfect Postures or any of Perfect Postures' affiliates, related entities, officers, directors, employees, agents, representatives, successors, and assigns for Perfect Postures' or their negligence, or for any defective product used while receiving corrective exercise or strength training from Perfect Postures. I have read and knowingly and voluntarily sign this document, including the provisions dealing with express assumption of risk, waiver and release of liability, and indemnification.

Any client who is under the age of eighteen (18) must have a parent or legal guardian co-sign This Agreement, and they shall be jointly and severably liable for any and all obligations of Client hereunder and shall be bound by all the terms and conditions of This Agreement.

Client **Date** _____

Parent or Legal Guardian of Client (if under the age of 18) **Date** _____

Witness to Client's Signature **Date** _____

Witness to Parent's or Legal Guardian's Signature **Date** _____

THIS IS A LEGALLY BINDING CONTRACT. YOU HAVE THE RIGHT TO CONSULT A LAWYER REGARDING ANY OF THE TERMS IN THIS DOCUMENT PRIOR TO SIGNING IT.

THE CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS DOCUMENT

Client **Date** _____