



**PRIORITY ONE ...CREATING A MORE COMFORTABLE YOU.**

## **Waiver of Liability, Assumption of Risk and Indemnity Agreement**

Name (Please Print) \_\_\_\_\_

**Waiver:** In consideration of being permitted to participate in any way in Personal Fitness Training and/or Corrective Exercise exercises/activities, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge and covenant not to sue Alexis Mason, Priority One, her/its employees and agents from liability from any and all claims of Alexis Mason, Priority One PFT employees and agents, resulting in personal injury, accidents or illnesses (including death) and property loss arising from, but not limited to, participation in Personal Fitness Training activities.

**Assumption of Risks:** Participation in Personal Fitness training carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; 3) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in Personal Fitness Training activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD Alexis Mason and Priority One PFT harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in Personal Fitness Training activities and to reimburse Alexis Mason for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing Waiver and Assumption of Risk Agreement is intended to be as broad and inclusive as is permitted by the law of the State of New Hampshire and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** I have read this Waiver of Liability, Assumption of Risk and Indemnity Agreement. I fully understand its terms and 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, by my signature, to be a complete and unconditional release of all liability to the greatest extent allowed by law.

\_\_\_\_\_  
**Signature of Adult Participant or Legal Guardian**

\_\_\_\_\_  
**Date**