

# INTENSATI

## PARTICIPANT ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

### **ASSUMPTION OF RISKS:**

I understand that my participation in intenSati classes and/or events (hereinafter the "Activity") may require that I engage in strenuous physical activity. This creates possible risks, dangers, and hazards, including the risk of severe or fatal injury to myself or others. I further understand that these risks, dangers, and hazards include those associated with travel to and from the location(s) to be visited during the Activity. I understand the risks, dangers, and hazards involved.

I understand that neither intenSati nor its instructors require me to participate in the Activity, I elect to participate voluntarily, at my own risk, knowing that it may be hazardous to my property and to me. I voluntarily assume full responsibility for any risks of loss or personal injury, including death, that I may sustain, or any loss or damage to property owned by me, as a result of my participation, whether while engaging in physical 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 intenSati or otherwise, including injuries or damages arising out of the negligence of intenSati, whether active or passive, or any of intenSati's affiliates, 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) of any facilities. I assume the risk of my participation in any intenSati activity, class, program, instruction, or event. I agree that I am voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to me or my property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of intenSati or otherwise.

In consideration for intenSati allowing me to voluntarily participate in the Activity, I agree, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, to:

1. WAIVE, RELEASE, FOREVER DISCHARGE AND COVENANT NOT TO SUE intenSati and all of its trustees, officers, directors, agents, servants, employees, representatives, independent contractors, volunteers, successors and assigns (collectively "intenSati") from any and all claims, causes of action (known or unknown), demands, damages, liabilities, expenses, suits, actions and/or judgments whatsoever that may arise out of or in connection with my participation in the Activity. This includes, without limitation, any and all claims for personal or bodily injuries, death or property damage, **WHETHER CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF intenSati OR OTHERWISE**, except to the extent caused by intenSati's gross negligence or intentional misconduct. 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, (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 any intenSati activities, including injuries resulting from intenSati's or anyone else's negligent inspection or maintenance of the facility or premises.
2. DEFEND, HOLD HARMLESS AND INDEMNIFY intenSati from any and all claims, demands, causes of action, damages, liabilities, expenses (including, without limitation, any attorney's fees and costs), suits, actions and/or judgments made or brought by any party that may arise out of or in connection with my participation in the Activity. This includes, without limitation, any and all claims for personal or bodily injuries, death or property damage, **WHETHER CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF**

**intenSati OR OTHERWISE**, except to the extent caused by intenSati's gross negligence or intentional misconduct.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT: I have carefully read the foregoing Participant Assumption Of Risk, Waiver And Release Of Liability, And Indemnity Agreement; I am authorized to sign it; and no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I voluntarily execute this Agreement for full, adequate and complete consideration. and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made. I am aware and agree that by executing this waiver and release, I am giving up my right to bring a legal action or assert a claim against intenSati for intenSati's negligence, or for any defective product used while receiving instruction from intenSati. I hereby further expressly agree that this document shall be construed in accordance with, and as broadly and inclusively as permitted by, the laws of the State of California and that if any portion of it is determined to be illegal, unenforceable or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected and shall continue in full legal force and effect.

**THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BEFORE SIGNING**

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_