



THE INSTITUTE
FOR HEALTH AND
HUMAN PERFORMANCE

CIOFFREDI & ASSOCIATES

RELEASE AND ASSUMPTION OF RISK

In consideration of being allowed to exercise and train with Cioffredi & Associates – The Institute for Health and Human Performance (the “Institute”) and it’s trainers at the Institute or at any other location, I acknowledge, appreciate and agree that:

1. There are risks of bodily injury, and while direction from the Institute, as well as personal discipline, may reduce these risks, the risk of serious injury does exist; and,
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both from known and unknown from my participation in exercise and activities with the Institute, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE INSTITUTE, MYSELF, OTHER RELEASEES AND OTHERS**, and I assume full responsibility for my participation and any resulting injuries; and,
3. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the Institute’s attention immediately; and
4. I, for myself and on behalf of all my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE INSTITUTE**, and its agents and/or employees, other Releasees and participants, and, if applicable, any owners or lessors of the premises used to conduct all exercise or activities with the **Institute WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH**, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE INSTITUTE OR OTHERWISE**, to the fullest extent permitted by law; and
5. In further consideration of allowing me to participate in the aforementioned activities, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against the Institute or other Releasees arising from my activities with the Institute. Arbitration shall be pursuant to the rules of the American Arbitration Association (“AAA”) and the Federal Rules of Evidence shall apply to all proceedings. Arbitration shall be commenced within one (1) year from the date on which the alleged claim first arose. Further, the arbitration shall be conducted in the town where the injury arose, unless mutually agreed to by all the parties. The submission to the AAA shall be unlimited and the arbitration award may be enforced by any court of competent jurisdiction.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____ Date signed: _____ Age: _____ DOB: _____
Participant’s Signature

Name: _____
Address: _____
Phone: _____ Email: _____

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for the participant, do consent and agree to his/her release as provided above of the Institute and all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and indemnify and hold harmless the Institute and all Releasees from any and all liabilities incident to my minor child’s participation or involvement with the Institute as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE INSTITUTE OR RELEASEES**, to the fullest extent permitted by law.

_____ Date signed: _____ Date of Birth: _____
PARENT/GUARDIAN SIGNATURE Emergency Phone #: _____