



RELEASE AND WAIVER OF LIABILITY

I understand that this Release And Waiver Of Liability governs all rights and liabilities relating in any way to the receipt by me from UpRight Movement. and/or its agents of Services, as that term is defined below. I have read, understand, and agree to be bound by the terms below.

Definitions

“**Services**” shall mean any and all manner of goods and services offered by UpRight Movement or any other Released Party to you. These services, which may take the form of training, treatment, consulting, and the like, expressly include but are not limited to: evaluations; rehabilitation; reconditioning; performance planning; performance training (including strength & conditioning training, speed & quickness training, plyometric training, and the like); recovery and regeneration training; sports nutrition consultation; supplement and nutrition provision; any consultation related to any item in this list; injury reduction and treatment; technical and tactical instruction; performance enhancement.

“**Training**” shall mean any act, omission, or other activity required of you or carried out by you in relation to the Services.

“**Released Parties**” shall mean all agents of services, any and all representatives of UpRight Movement, all of their officers, directors, shareholders, insurers, partners, employees, employers, agents, successors, contractors, assigns, affiliates, parent corporations, affiliated corporations, and subsidiary corporations.

Terms And Provisions

The risk of injury from participation in sporting events and other strenuous physical activity, including Training, is significant, including the potential for permanent paralysis, other serious injury, and/or death. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS** of participation in Training, including, without limitation, risk arising from or relating in any way to the condition of the facilities, equipment, fields, other training environments, and surrounding premises, the actions of persons other than myself, my own actions, and travel to and from the Training. **I UNDERSTAND THAT THE RELEASED PARTIES MAKE NO WARRANTIES** and shall in no event be responsible or liable for the defective or dangerous condition of the facilities, equipment, fields, and surrounding premises, except to the extent such condition(s) result(s) solely from the gross negligence or intentional acts of a Released Party.

I AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE for any claims, demands, injuries, damages, actions, or causes of action that arise in whole or in part due to the simple negligence of the Released Parties, or any of them.

FURTHERMORE, I FOREVER RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, the Released Parties from and in relation to all claims, demands, injuries, damages, actions, or causes of action that arise from or relate in any way to my participation in the Training, other than such claims, demands, etc. that arise solely from the gross negligence or intentional acts of a Released Party. **I FURTHER WARRANT AND CERTIFY** that I have no health conditions or defects that would prevent me from participating safely in the Training, that I have consulted and been cleared by a medical doctor in relation to such participation, and that I am otherwise sufficiently fit and healthy to so participate.

IN ANY EVENT, THE LIABILITY OF A RELEASED PARTY TO ME FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY ME TO UpRight Movement DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING MY ASSERTION OF SUCH CLAIM. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

If any paragraph, subparagraph, sentence, or clause of this Agreement shall be adjudged illegal, invalid, or unenforceable, the balance of the Agreement shall remain in full force and effect. This Agreement shall be construed and interpreted under California Law. Any lawsuit or claim arising from or relating in any way to Training, Services, and/or this Agreement shall be brought, if at all, in Humboldt County, California. **I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily. I acknowledge that I have received valuable consideration in relation to my execution of this Agreement, which I understand to be a prerequisite to my receipt of Services. Finally, I understand that this Agreement shall be of full force and effect as to any and all Services I receive from the Released Parties, without regard to the date or timing of such service.**

Name _____ Signature/Parent/Legal Guardian _____ Date _____