

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

DECLARATIONS: This Agreement is entered into between personal bodyworker _____ (“Bodyworker”) and the undersigned (“Client”). The provision of Bodywork services by Bodyworker to Client, and Client’s use of any home, premises, equipment, or product are contingent upon this Agreement.

ASSUMPTION OF RISK: You agree that if you engage in any physical exercise or activity, including bodywork , or enter bodyworker’s home or use any equipment/product in bodyworker’s home, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in activity or not. This includes injury or damage sustained while and/or resulting from using bodyworker’s home or using any equipment/product, whether provided to you by bodyworker or otherwise, including injuries or damages arising out of the negligence of bodyworker, whether active or passive. Your assumption of risk includes, but is not limited to, your use of any product/exercise equipment (mechanical or otherwise) in bodyworker’s home or client’s home, or other general areas while under the instruction of bodyworker. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to walking, stretching or any other bodywork or holistic health endeavor. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Bodyworker or otherwise.

RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Bodyworker from any and all claims or causes of action (known or unknown) arising out of the negligence of Bodyworker, whether active or passive. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment/product in bodyworker’s home or Client’s home which may malfunction or break, (b) improper maintenance of any exercise equipment/product in bodyworker’s home or Client’s home, (c) negligent instruction or supervision, including personal bodywork, and/or (d) slipping or tripping and falling while on any portion of a premises or while traveling to or from personal bodywork, including injuries resulting from bodyworker’s or anyone else’s negligent inspection or maintenance in the bodyworker’s home or Client’s home.

INDEMNIFICATION: By execution of this agreement, you hereby agree to indemnify and hold harmless Bodyworker from any loss, liability, damage, or cost Bodyworker may incur due to the provision of personal bodywork by Bodyworker to you.

ACKNOWLEDGMENTS: You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of California and that if any portion thereof is held invalid, it is agreed that the

balance shall, notwithstanding, continue in full legal force and effect. You acknowledge that Bodyworker offers a service to his/her clients encompassing the entire holistic health and/or fitness spectrum. Bodyworker is not in the business of selling exercise equipment, or other products to the public, and the use of such items is incidental to the service provided by Bodyworker. You acknowledge and agree that Bodyworker does not place such items into the stream of commerce. This release is not intended as an attempted release of claims of gross negligence or intentional acts. You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against bodyworker for bodyworker's negligence, or for any defective product used while receiving personal bodywork from bodyworker. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Date: _____ Print Name: _____ Sign Name: _____