

LIABILITY WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

Please print, sign, scan and [e-mail](mailto:msfit@theelitephysique.com) (msfit@theelitephysique.com) me a copy. If you send more than one form at a time, put them in a zip file.

IN CONSIDERATION OF THE PRIVILEGE OF PARTICIPATING IN THE NUTRITION AND STRENGTH TRAINING REGIMEN (“THE REGIMEN”) DESIGNED EXCLUSIVELY BY KAREN SESSIONS, FOR MYSELF, AND FOR MY HEIRS, CHILDREN, PARENTS, GUARDIANS, EXECUTORS, PERSONAL REPRESENTATIVES, ASSIGNS AND ADMINISTRATORS, I FOREVER RELEASE, ACQUIT, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE KAREN SESSIONS OR HER AFFILIATED ORGANIZATIONS, COACHES, INSTRUCTORS, MANAGERS, TRAINERS OR DOCTORS, OR ANY OTHER PERSONS OR ORGANIZATIONS INVOLVED IN THE DEVELOPMENT OR IMPLEMENTATION OF THE REGIMEN, OR ANY OF THEIR RESPECTIVE REGENTS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, AFFILIATES, ATTORNEYS, SPOUSES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS OR ASSIGNS. (HEREINAFTER COLLECTIVELY REFERRED TO AS SESSIONS) I FURTHER AGREE TO HOLD SESSIONS HARMLESS AND TO INDEMNIFY SESSIONS FROM LIABILITY ARISING FROM ANY AND ALL CLAIMS, DEMANDS, COSTS, DAMAGES, ACTIONS, CAUSES OF ACTION, OR SUITS OF ANY NATURE OR KIND THAT ARE IN ANY WAY RELATED TO MY TRAINING FOR OR PARTICIPATING IN THE REGIMEN, INCLUDING, BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE THAT MAY RESULT IN BODILY INJURY, ILLNESS, DEATH, AND/OR PROPERTY DAMAGE.

FURTHER, IN THE EVENT I AM INJURED, FOR MYSELF, AND FOR MY HEIRS, CHILDREN, PARENTS, GUARDIANS, EXECUTORS, PERSONAL REPRESENTATIVES, ASSIGNS AND ADMINISTRATORS, I FOREVER RELEASE, ACQUIT, WAIVE, DISCHARGE AND COVENANT NOT TO SUE SESSIONS, AND TO HOLD SESSIONS HARMLESS AND TO INDEMNIFY SESSIONS FROM ANY AND ALL CLAIMS, DEMANDS, COSTS, DAMAGES, ACTIONS, CAUSES OF ACTION, OR SUITS OF ANY NATURE OR KIND THAT ARE IN ANY WAY RELATED TO ANY INJURY I SUSTAIN OR SUFFER IN CONNECTION WITH, RELATING TO OR ARISING OUT OF MY PARTICIPATION OR FOLLOWING THE REGIMEN, INCLUDING, BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE THAT MAY RESULT IN BODILY INJURY, ILLNESS, DEATH AND/OR PROPERTY DAMAGE.

I ACCEPT RESPONSIBILITY FOR AND AGREE TO PAY ANY AND ALL FINANCIAL OBLIGATIONS INCURRED AS A RESULT OF ANY MEDICAL ASSISTANCE OR TREATMENT PROVIDED IN CONNECTION WITH THE TREATMENT OF ANY INJURIES OR ILLNESS THAT I MAY SUSTAIN, OR SUFFER IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF MY PARTICIPATION IN OR FOLLOWING THE REGIMEN.

I VERIFY THAT MY PHYSICIAN HAS EXAMINED ME AND CERTIFIED THAT I AM IN GOOD PHYSICAL CONDITION AND HAVE NO DISEASE OR INJURY THAT WOULD IMPAIR MY PERFORMANCE OR PHYSICAL CONDITION IN TRAINING FOR OR PARTICIPATING IN THE REGIMEN. (I RECOGNIZE THAT IF I HAVE ANY EXISTING INJURIES THAT MAY AFFECT MY PERFORMANCE, I CANNOT PARTICIPATE IN AFOREMENTIONED REGIMEN WITHOUT EXPRESS AUTHORIZATION FROM MY PHYSICIAN.)

I FURTHER CERTIFY THAT NO COACH, MANAGER, DOCTOR, NURSE, ATHLETE, TRAINER, OR OTHER PERSON HAS ADVISED ME NOT TO PARTICIPATE IN A PHYSICAL FITNESS OR NUTRITION PROGRAM FOR ANY REASON.

I HAVE READ THIS LIABILITY WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ALSO UNDERSTAND THAT ENTERING INTO THIS LIABILITY WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT IS A CONDITION PRECEDENT TO AND IS CONSIDERATION FOR THE PRIVILEGE OF PARTICIPATING IN THE REGIMEN. I UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT AN ATTORNEY REGARDING THE TERMS OF THIS LIABILITY WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT. HAVING HAD THE OPPORTUNITY TO CONSULT AN ATTORNEY PRIOR TO EXECUTING THE LIABILITY WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT, I ACKNOWLEDGE THAT THE TERMS HEREOF SHOULD NOT BE CONSTRUED AGAINST EITHER PARTY. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO MAKE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAWS OF OKLAHOMA . THIS LIABILITY AGREEMENT, RELEASE, AND INDEMNIFICATION AGREEMENT IS GOVERNED BY THE SUBSTANTIVE AND PROCEDURAL LAWS OF OKLAHOMA AND THE UNDERSIGNED AGREES TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, THE COURTS IN OKLAHOMA IN ANY DISPUTE ARISING OUT OF, RELATING OR IN ANY WAY CONNECTED TO

THIS AGREEMENT. IF ANY PORTION OF THIS AGREEMENT IS HELD INVALID, I AGREE THAT THE BALANCE OF IT SHALL NEVERTHELESS CONTINUE IN FULL FORCE AND EFFECT.

SIGNATURE OF PARTICIPANT DATE

PRINTED NAME OF PARTICIPANT

STATE OF _____)
COUNTY OF _____)

SWORN to and subscribed before me this the _____ day of _____, 20__.

My Commission Expires:

_____/_____/_____

This site is solely for informational and educational purposes. It is not intended as medical advice.

Consult a physician before beginning any new exercise, nutrition or supplementation program.