

TRIBUTARY WELLNESS

CHANGING NEURO PATHWAYS
THROUGH MOVEMENT & EXERCISE



WAIVER & RELEASE OF LIABILITY

Tributary Wellness LLC, DBA Rock Steady Boxing Tetons (hereinafter, "RSB"):

The individual named below (referred to as "I" or "me") desires to participate in the Rock Steady Boxing program or Tributary Wellness LLC physical therapy wellness sessions (the "Activity"). As lawful consideration for the intangible value that I will gain by participating in the Activity, I agree to all the terms and conditions set forth in this Waiver and Release of Liability (this "Release").

I am aware and understand the nature of the Activity, and my physical condition and capabilities, and I believe that I am physically capable of participating in such activity. I further acknowledge that I am aware that the activity may be conducted in facilities open to the public or members of the public and/or employees of another corporate entity or entities, during the activity. I further agree and warrant that any time, if I believe any condition to be unsafe, I reserve the right, without penalty, financial or otherwise, to immediately discontinue further participation in the activity and bring such condition to the attention of the management of RSB.

I AM AWARE AND FULLY UNDERSTAND that (a) the Activity involve risks and dangers of **SERIOUS BODILY INJURY**, including permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by me or by the actions or inactions of others participating in the Activity, the conditions under which the Activity takes place, or **THE NEGLIGENCE OF THE "RELEASEES" NAMES BELOW**; (c) there may be other risks and social and economic losses either known to me or not readily foreseeable at this time, and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred as a result of my participation in these activities.

I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS RSB, Tributary Wellness LLC, its clubs and their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the activities take place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I or anyone on my behalf makes a claim against any of the Releasees, I will be responsible for the payment to any or all of the Releasees harmed by such assertion of a waived claim, or any expenses arising from my assertion of waived claims or causes of action, including but not limited to reasonable attorney fees and court costs.

I hereby further agree that this agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any subsequent waiver or modification. Every term and provision of this agreement is intended to be severable -- if any one or more provision is found to be unenforceable or invalid, said provision shall not affect the other terms and provision, which shall remain binding and enforceable. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Marion County, Indiana and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASEES.

Printed Name of Applicant

Date ____/____/____

Signature of Applicant