

## **PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Nicole Jardin, Chris Jardin, Ryan McGowan and Laid-Back Fitness, for activities located at 394 Carrs Trail, Coventry, Rhode Island 02816, their agents, volunteers, participants, employees and all other persons or entities acting in a capacity on their behalf (hereinafter collectively referred to as "Jardins"), I hereby agree to release and indemnify and discharge Jardins, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in the courses and activities located at 394 Carrs Trail, Coventry, Rhode Island 02816, entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** Slips and falls; falling objects; water hazards; high wind; exhaustion; travel in remote areas; collision with objects and obstacles; rapidly changing adverse weather and conditions; exposure to temperature and other weather extremes which could cause hypothermia, heat exhaustion, sunburn, dehydration and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; exposure to cold water can result in cold shock, hypothermia, and in extreme cases death and accidental drowning is a possibility; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; the condition of the terrain and accidents connected with their use. Accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, Jardins representatives have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I do hereby represent to Jardins and other related parties, that I am physically sound and suffering from no condition, impairment, disease, infirmity or illness that would prevent my participation in these activities or use of the equipment. I agree that if I am not physically sound or I if am suffering from any condition or impairment, disease infirmity or illness that would or may so prevent my participation that I shall inform Jardins of the same prior to my engaging in any physical activity. I further acknowledge that I have been informed of the need for a physician's approval for my participation in the exercise, activities, programs and use of exercise equipment.
4. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Jardins from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Jardins equipment or facilities, **including any such claims which allege negligent actions of Jardins.**

5. Should Jardins or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.
7. In the event that I file a lawsuit against Jardins, I agree to do so solely in the State of Rhode Island, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this agreement, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Jardins on the basis of any claim from which I have released them from herein.**

**I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

**PARENT'S OR GUARDIANS ADDITIONAL INDEMNIFICATION  
(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by Jardins to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Jardins from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_