

Agreements for Kai Chi Do One Day Retreat: Waiver and Release of Liability

I have voluntarily enrolled in this Kai Chi Do One Day Retreat. I understand that I am under no obligation of any kind to participate in this activity.

I understand that the Kai Chi Do One Day Retreat is a fitness and personal growth activity designed to enhance quality of life, and is not a substitute for medical diagnosis and/or treatment. I understand that Kai Chi Do may involve strenuous physical activity including, but not limited to, breathwork, flexibility and aerobic exercise, cardiovascular conditioning, muscle strengthening, meditation, and other various fitness activities.

I hereby affirm that I am in good health and able to participate in this activity. I have been advised that an examination by a physician should be obtained by anyone prior to commencing a fitness and/or exercise program, or initiating a substantial change in the amount of regular physical activity performed. If I have chosen not to obtain a physician's consent prior to beginning this fitness program, I hereby agree that I am doing so solely at my own risk. I understand that it is my sole responsibility to participate in exercises that are appropriate for the current status of my health and to modify exercises to accommodate my own needs or limitations. If I have any questions or concerns about whether or not a particular activity is appropriate to my current health status, I understand it is my responsibility to ask my doctor if this activity is appropriate before I participate in such activity. I understand that any exercise or fitness activity involves a risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death. I am accepting such risks and volunteering to participate with full understanding of the dangers involved. I understand that this program is not medically supervised.

I agree not to hold Kai Chi Do Inc. responsible for the actions or omissions of Kai Chi Do Instructor(s) or other program participants. I further agree to indemnify and hold harmless Kai Chi Do Inc. and Charles Robinson, and Kai Chi Do Inc. respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of my participation in the Kai Chi Do One Day Retreat.

In consideration of my participation in the Kai Chi Do One Day Retreat, I hereby waive and release Kai Chi Do Inc. and Charles Robinson from any and all claims, costs, liability and expense for any injury, loss or damage whether known, anticipated or unanticipated arising from my participation in the Kai Chi Do One Day Retreat. **This Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.**

I acknowledge that I have thoroughly read this Waiver and Release of Liability in its entirety and fully understand it. By signing this document, I am waiving certain rights I or my successors might have to bring legal action or assert a claim against Kai Chi Do Inc. and/or Charles Robinson.

_____ (Participant Signature)

_____ (PRINT NAME)

_____ (Date)

If participant is under 18 years of age, a parent or guardian must also sign.

PARENT OR GUARDIAN WAIVER FOR MINORS

_____ (PRINT NAME OF CHILD)

The undersigned parent and/or guardian does hereby represent that he/she is, in fact, acting in such capacity, hereby consents to his/her child or ward's participation in the Kai Chi Do One Day Retreat, and has agreed individually and on behalf of the child or ward, to the terms of the Waiver and Release of Liability set forth above. The undersigned parent or guardian further agrees to hold harmless and indemnify each and all parties referred to above from any and all claims, costs, liability and expense for any injury, loss or damage whether known, anticipated or unanticipated arising from the participation of the child or ward in the Kai Chi Do One Day Retreat. The undersigned parent or guardian hereby represents that they are signing this Waiver and Release of Liability on behalf of the minor and any or all parents or guardians of the child.

_____ (Signature of the Parent or Guardian)

_____ (PRINT NAME OF PARENT/GUARDIAN)

_____ (Date)