

**RELEASE OF LIABILITY**

**READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS**

In exchange for voluntary participation in the activity of group fitness organized by Rodes Phire, Fit Mindedness L.L.C. d.b.a Rise With Rodes, and Aireena of Bear Valley Springs, Tehachapi, California, 93561 and/or use of the property, facilities and services of Rodes Phire, Fit Mindedness L.L.C. d.b.a Rise With Rodes, Aireena

I, \_\_\_\_\_, of

\_\_\_\_\_ (address)

agree for myself to the following:

**1. ELECTIVE PARTICIPATION:** I acknowledge that my participation is elective and that the Activity is unsupervised.

**2. AGREEMENT TO FOLLOW DIRECTIONS:** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Rodes Phire, Fit Mindedness L.L.C. d.b.a Rise With Rodes, Aireena or the employees, representatives or agents of Rodes Phire, Fit Mindedness L.L.C. d.b.a Rise With Rodes, and Aireena.

**3. ASSUMPTION OF THE RISKS AND RELEASE:** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and further release and discharge Rodes Phire, Fit Mindedness L.L.C. d.b.a Rise With Rodes, and Aireena for injury, loss or damage arising out of my use of or presence upon the facilities of Rodes Phire, Fit Mindedness L.L.C. d.b.a Rise With Rodes and Aireena, whether caused by the fault of myself, my family, Rodes Phire, Fit Mindedness L.L.C. d.b.a Rise With Rodes, and Aireena or other third parties.

**4. INDEMNIFICATION:** I agree to indemnify and defend Rodes Phire, Fit Mindedness L.L.C. d.b.a Rise With Rodes and Aireena, against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my use of or presence upon the facilities of Rodes Phire, Fit Mindedness L.L.C. d.b.a Rise With Rodes and Aireena.

**5. FEES:** I agree to pay for all damages to the facilities of Rodes Phire, Fit Mindedness L.L.C. d.b.a Rise With Rodes and Aireena caused by any negligent, reckless, or willful actions by me.

**6. APPLICABLE LAW:** Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.

**7. NO DURESS:** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Rodes Phire, Fit Mindedness L.L.C. d.b.a Rise With Rodes and Aireena has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

**8. ARM'S LENGTH AGREEMENT:** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Accordingly, the Parties specifically reject the application of Cal. Civ. Code §1654 to this Agreement, as well as any other statute or common law principles of similar effect.

**9. ENFORCEABILITY:** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**10. DISPUTE RESOLUTION:** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues

will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**11. EMERGENCY CONTACT:** In case of an emergency, please call

\_\_\_\_\_

(Relationship: \_\_\_\_\_) at \_\_\_\_\_ (Day),  
or  
\_\_\_\_\_ (Evening).

**HEALTH/SAFETY:** I am aware of all applicable personal medical needs, and I am unaware of any health-related reasons or problems which preclude or restrict my participation in the Activity. I have arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while I participate in the Activity. I understand and agree that Rodes Phire, Fit Mindedness L.L.C, d.b.a Rise with Rodes and Aireena, is not obligated to attend to any of my medical or medication needs during the Activity, and I assume all risk and responsibility therefor. If during the Activity I require medical treatment or hospital care, in a foreign country or in the United States, Rodes Phire, Fit Mindedness L.L.C, d.b.a Rise with Rodes and Aireena, is not responsible for the costs or quality of such treatment or care. I agree that Rodes Phire, Fit Mindedness L.L.C, d.b.a Rise with Rodes and Aireena, may, but is not obligated to, take any actions it considers necessary under the circumstances regarding my health and safety. I further agree to pay all expenses relating thereto and release Rodes Phire, Fit Mindedness L.L.C, d.b.a Rise with Rodes and Aireena, from any liability for any actions it may take.

**ALWAYS CONSULT WITH YOUR PHYSICIAN BEFORE STARTING ANY EXERCISE PROGRAM. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY SEEKING IT BECAUSE OF SOMETHING YOU HAVE LEARNED WITH Rodes Phire, Fit Mindedness L.L.C, d.b.a Rise with Rodes and Aireena, OR ON ANY Rodes Phire, Fit Mindedness L.L.C, d.b.a Rise with Rodes and Aireena WEBSITE OR LEARNED THROUGH YOUR PARTICIPATION IN THE PROGRAM.**

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Printed Name:

Date:

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Signature:

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