
ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

DECLARATIONS: This Agreement is entered into between Voices of Hope for Aphasia (“VOH”) and the undersigned (“member”).

ASSUMPTION OF RISK: You agree that if you engage in any physical exercise or activity, whether it be discussed in VOH programs or by its members, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by VOH or otherwise, including injuries or damages arising out of the negligence of vendors, whether active or passive, or any of VOH’s affiliates, employees, agents, members, representatives, successors, and assigns.

Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), group exercise classes, online classes, sidewalks, parking lots, stairs, restrooms, lobby or other general areas of any facilities, or any equipment.

You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to group outings, events, shuffleboard, yoga, exercise, Tai Chi, or any other recreational endeavor.

You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of VOH or otherwise.

RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge VOH (and VOH’s affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of VOH, whether active or passive, or any of VOH’s affiliates, employees, agents, members, representatives, successors, and assigns.

This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including group training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from

VOH programs, including injuries resulting from VOH's or anyone else's negligent inspection or maintenance of the facility or premises.

INDEMNIFICATION: By execution of this agreement, you hereby agree to indemnify and hold harmless VOH from any loss, liability, damage, or cost VOH may incur due to the provision of VOH programs or activities to you.

ACKNOWLEDGMENTS: You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

You acknowledge that VOH offers a service to their members which occasionally includes mild exercise, walking, or recreational. VOH is not in the business of selling equipment, or other such products to the public, and the use of such items is incidental to the service provided by VOH.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You understand that you have had the opportunity to have this waiver and release reviewed by an attorney of your choice before signing it.

You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against VOH for negligence, for any agent, volunteer, member negligence, or for any defective product used while participating in VOH Programs. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Print Name: _____

Sign Name: _____

Date: _____