

## INDEMNITY, WAIVER, AND RELEASE FROM LIABILITY AGREEMENT

In consideration of TRIstacey Coaching agreement to provide training and fitness coaching, to me I fully agree to assume the sole risk of such activities. Accordingly, I on behalf of myself, spouse, heirs, estate, and assigns, expressly agree to release and hold harmless TRIstacey coaching, LLC, and any of its present, former or future affiliates, and its and their respective directors, officers, employees, contractors, agents, heirs, legal successors and assigns (collectively the Released Parties) in accordance with this Agreement.

1. I understand and am aware that fitness, strength and flexibility training, aerobic exercise, and the use of exercise equipment, is a potentially hazardous activity that involves a risk of injury and death. I acknowledge that I am voluntarily participating in these activities and that I am voluntarily training with full knowledge of the dangers involved and hereby expressly assume and accept any and all risks of injury or death related to or arising out of my use of such exercise equipment or participation in the aforementioned activities. I understand and agree that it is my responsibility to assess the hazards presented by the exercise activities and the use of exercise equipment and further agree that I am the ultimate judge of whether I can engage in such activities without risk or injury. (*Please initial* \_\_\_\_\_).

2. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in multisport activities or use of the exercise equipment except as hereinafter stated and acknowledge that I have been advised to receive a physician's approval prior to participating in any exercise activities or training for triathlon. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and use of exercise and training equipment. Further, I acknowledge that I have either had a physical examination and received my physicians permission to participate in exercise activities, and/or use the exercise equipment without the approval of my physician and with full knowledge of the risks involved and do hereby assume all responsibility for my participation in such activities, and utilization of such equipment. (*Please initial* \_\_\_\_\_).

3. I agree that I am responsible for monitoring my condition during the exercise activities and engaging in triathlon training, and if any symptoms occur, I will cease such use and seek assistance immediately. (*Please initial* \_\_\_\_\_).

4. I further agree to indemnify, save and hold harmless the Released Parties from and against any and all claims, suits, demands, losses, damages, expenses or liability arising under any cause, or claimed under any theory of law, that may arise from any property damage or loss, injury, illness, or death, that may be brought, alleged, or incurred by or on my behalf during or arising in any way from any training, multisport coaching, my exercise activities or use of exercise equipment, including by not limited to, any such claims arising from the negligence (whether active, passive, sole or concurrent) of any of the Released Parties. (*Please initial* \_\_\_\_\_).

I hereby affirm that I have read and fully understand the above.

IN WITNESS WHEREOF, THE UNDERSIGNED have executed this Indemnity, Waiver, and Release From Liability Agreement effective as of the date set forth herein below.

\_\_\_\_\_  
Printed Full Name of Participant (First, Middle, Last)

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

\_\_\_\_\_  
Date