

ATHLETE WAIVER AND RELEASE FROM LIABILITY

IN CONSIDERATION of being given the opportunity to participate in the **Nicole Tackett Coaching, LLC**. training program (“**Program**”), I, for myself, my personal representatives, assigns, heirs, and next of kin:

A. ACKNOWLEDGE, AGREE AND REPRESENT that I am fully aware that participating in any exercise program can be a potentially dangerous, hazardous activity, and I am specifically aware that the Program involves risks and dangers of serious bodily injury, including permanent disability, paralysis and death (“**Risks**”). I also fully understand that these Risks may be caused by my own actions, or inactions, the actions or inactions of others, the negligence of any Releasee named below, and that there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I INCUR AS A RESULT OF MY PARTICIPATION IN THE PROGRAM.

B. HEREBY RELEASE, discharge, and covenant not to sue Nicole Tackett Coaching, LLC and its instructors, members, directors, agents, officers, volunteers and employees, any sponsors, advertisers and, if applicable, any owners and lessors of premises on which any portion of the Program takes place (each considered a “**Releasee**” herein), from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise; and I further agree that if, despite this release and waiver of liability, assumption of the risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any Releasee, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS such Releasee from any litigation expenses, attorney fees, loss, liability, damage or costs which any may incur as a result of such claim, to the fullest extent permitted by law.

C. UNDERSTAND that **Nicole Tackett Coaching, LLC** does not offer medical advice, establish a doctor-patient relationship or keep any permanent medical records about me. All medical questions that I may have while participating in the Program must be directed toward my personal physician.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Participant

Date: _____

Parental Consent (if participant is under the age of 18)

AND I, the minor's parent and/or legal guardian, understand the nature of the above-referenced Program and the minor's experience and capabilities, and I believe the minor to be qualified to participate in such Program. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each Releasee from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by the negligence of any Releasee or otherwise, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any Releasee, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of Releasee from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim, to the fullest extent permitted by law.

Signature of Parent or Legal Guardian

Printed Name of Guardian

Date: _____

Signature of Participant