

**WAIVER, RELEASE AND INDEMNITY AGREEMENT
TRAINING SESSIONS**

For and in consideration of permitting the undersigned to participate in One Four Four One, LLC training sessions located in or on the property of Tampa Muay Thai, located at 808 N Howard Ave, Tampa, Florida, 33606 and permitting the undersigned to use the exercise equipment, weight lifting machines, free weights, lockers, showers and all other equipment, facilities and other property located in the facility or equipment provided by One Four Four One, LLC on a directly supervised basis, and in consideration of permitting the undersigned to participate in training sessions at the facility and that the undersigned represents that he/she has undergone in the past six months a physical examination and has obtained a physician's approval to participate in fitness activities and that a physician has not restricted in any way the undersigned physical's activities and further, the undersigned acknowledges that he/she has been advised that participation in training sessions should not commence without a prior physical examination and physician's approval, all in accordance with the rules and regulations promulgated from time to time by One Four Four One, LLC and Tampa Muay Thai.

Beginning on this _____ day of _____, 20____, the Undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to himself/herself arising as a result of the Undersigned's attendance of or in the training sessions and receiving of instruction at such training sessions, or in the Undersigned's engaging in any activities incidental thereto wherever or however the same may occur and for whatever period said training sessions may continue, and the Undersigned does for himself/herself, his/her, heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise from himself/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against One Four Four One, LLC, a Florida Limited Liability Company or Tampa Muay Thai for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

IT IS THE INTENTION OF THE UNDERSIGNED, BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE ONE FOUR FOUR ONE, LLC OR TAMPA MUAY THAI FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY THE NEGLIGENCE OF ANY PARTY WHOMSOEVER.

The Undersigned, for himself/herself, his/her heirs, executors, administrators or assigns agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against One Four Four One, LLC or Tampa Muay Thai shall indemnify and save harmless such parties, collectively or individually, from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damages or wrongful death or otherwise.

In the event that any particular paragraph or provision within this Waiver, Release and Indemnity Agreement is declared invalid by a court of competent jurisdiction, the same shall not affect the validity of the other paragraphs and provisions of this Waiver, Release and Indemnity Agreement.

The Undersigned acknowledges that he/she has read the foregoing five paragraphs, has been fully and completely advised of the potential dangers incidental to attending or receiving instruction in the training sessions, and is fully aware of the legal consequences of signing within this instrument. The Undersigned also acknowledges that he/she has read the posted rules and regulations for the facility and agrees to abide by them.

Name Printed Clearly

Date

Client Signature