

**Release of Liability, Assumption of Risk, Disclaimer, Health Statement and Confidentiality Agreement**

**Read Carefully Before Signing – Consult Your Attorney Before Signing If You Wish**

In consideration of being allowed to participate in any way in any Biomechanical Technologies, LLC (“BMT”) Program (the “Program”), its related events and activities, I \_\_\_\_\_, the undersigned, acknowledge, appreciate, represent and agree as follows:  
(Please print your Name)

1. The Program may include, without limitation, such activities as exercise, flexibility training, weightlifting, treadmill, running, cardio training, cardio kickboxing, weight loss, stress management, fitness training, martial arts activities, and other forms of exercise, physical training, and health regimens. The risk of serious injury from the activities involved in this program is significant, including the potential for physical injuries of all sorts, up to and including permanent paralysis or death, as well as severe social, professional and economic losses. While particular skills, equipment, methods, coaching, supervision and personal discipline may reduce these risks, the risks nevertheless still exist;
2. I knowingly and freely assume all risks, both known and unknown, **even if arising from the negligence of the releasees or others**, and assume full responsibility for my participation;
3. My participation in the Program is purely voluntary, and I understand that I may withdraw or cease to participate at any time I wish;
4. I willingly agree to comply with all stated and customary safety rules, procedures, terms and conditions for participation, including the directions given to me by BMT’s trainers, coaches, instructors and consultants. If, however, I observe any unusual, significant or unacceptable hazard during my presence or participation, or feel that I cannot safely perform any activity whether because of my own skill level or physical condition or otherwise, I will immediately remove myself from participation and bring such to the attention of BMT and/or its instructors immediately;
5. In addition to and as one part of my release as stated herein, I willingly agree that BMT shall not be responsible or liable for any injury, loss or claim resulting from activities performed outside the direct supervision of a BMT representative;
6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless BMT, its owners, officers, members, officials, agents, representatives and/or employees, other participants in BMT’s Program(s), sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises or facilities used for the activity (“releasees”), with respect to any and all claims, whether for injury, disability, death, or loss or damage to person or property, **even if arising from the negligence of the releasees or otherwise**, to the fullest extent permitted by law. I understand that BMT’s willingness to permit my participation in the Program or obtain any services or products from BMT is conditioned on my agreeing to the release and the other terms of this agreement. I further agree that I will not sue any of the releasees, and that my agreement in this regard is enforceable by BMT by its seeking and obtaining an injunction against or dismissal of any suit I may file, in any court of competent jurisdiction.
7. This agreement shall continue in effect until revoked by me in writing delivered to BMT, and shall, until that time, apply to every BMT Program or related event, activity, service or product provided to me by BMT.

\_\_\_\_\_ **Initial**

**Disclaimer – Read Before Signing**

1. I understand and willingly agree that BMT is in no way providing or attempting to provide Medical or Medical-related advice or information, and that BMT recommends that I consult my personal physician before, during and after participating in any Program;
2. I understand and willingly agree that BMT makes no claims or guarantees that its advice, methods, or Program will produce results or will achieve my goals. To the contrary, I understand that the success of the Program depends on various factors, many of which are beyond BMT’s control (including but not limited to my health and physical condition, my motivation, injuries I may sustain, my diet, my genetic makeup, the amount of sleep I get, my other physical activities, my age, and many other factors), and that the Program may or may not be successful in my case;
3. I understand and willingly agree that the methods, advice, and Program provided by BMT is designed for fitness and physical development, and is in no way intended to teach fighting techniques or self defense;
4. I understand and willingly agree that BMT maintains the right to refuse advice and/or service at any time, in any way, to any individual (including me) or any group, for any reason or for no reason, and that in such event all payments are non-refundable, **NO EXCEPTIONS.**

\_\_\_\_\_ **Initial**

**Statement of Health – Read Before Signing**

By my signature below I confirm that I am in sound health except as listed in the following “Medical Concerns,” and that there is no reason why I cannot participate safely in BMT’s Program. **(Note: BMT recommends you consult your physician before participating in any Program.)**

**Medical Concerns (list):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **Initial**

**Confidentiality Agreement – Read Before Signing**

I understand and willingly agree that the information provided to me by BMT during any Program is copyrighted by BMT or others, and will be treated by me as privileged and confidential at all times and will consequently not be copied, released, shared, distributed or disseminated by me without the express, advance, written consent of the BMT.

\_\_\_\_\_ **Initial**

I have read this release of liability, assumption of risk agreement, disclaimer, statement of health and confidentiality agreement, fully understand its terms, understand that I am giving up substantial rights by signing it, and understand that I may consult with an attorney if I choose to do so before signing it; I sign it freely and voluntarily without any inducement or coercion, expressly intending to be legally bound.

Signed \_\_\_\_\_ Age: \_\_\_\_\_ Date signed: \_\_\_\_\_  
Participant's Signature

Biomechanical Technologies, LLC ("BMT")

By \_\_\_\_\_ Date signed \_\_\_\_\_

Its \_\_\_\_\_

**For Parents/Guardians of participants of minority age  
(under age 18 at time of registration)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, expressly intending to legally bind myself and the participant, do consent and agree to his/her release of all the releasees as provided above and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of the releasees, to the fullest extent permitted by law. I also agree, and consent to the participant's agreement, to the other provisions of this agreement.

Signed \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  
Parent/Guardian's Signature

Participant's Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relation to participant: \_\_\_\_\_

Emergency Phone # (s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_