

Body & Soul Ministries
(a 501 (c)(3) nonprofit corporation)
doing business as Body & Soul Fitness and Body & Soul®

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

I hereby acknowledge that I am over the age of 18 and have voluntarily elected to participate in one or more of Body & Soul Ministries' (hereinafter Body & Soul) several exercise/workout programs ("activity"). In consideration for being permitted to participate in the activity, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I understand and acknowledge that my participation is elective and voluntary and that the activity is unsupervised by medical personnel. I also understand and acknowledge that consultation with a medical doctor is in my best interest **before** participating in the activity.

TERM OF VALIDITY: I understand and acknowledge that this Release and Waiver document shall remain in full force and effect for one year from the date that I sign it, while I am participating in the activity. I also understand and acknowledge that if I leave or absent myself from Body & Soul activity, for any period of time, for any reason, I may have to execute this document anew in order to return to the Activity, at the sole discretion of Body & Soul. Any such leave or absence shall **not**, however, automatically terminate this Agreement.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with Body & Soul's policies and procedures, and those of the facility in which the activity is held, as well as common sense. I further agree to abide by all the rules and requirements of the activity. I grant Body & Soul the right to terminate my participation in the activity if it is determined that my conduct violates any rule of the activity, is detrimental to the best interests of the group, or my health, or the health of other participants, appear to be threatened.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the activity. I understand that as a participant in the activity I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only Body & Soul's actions, inactions or negligence, but also the actions, inactions or negligence of others, including, but not limited to the instructors, leaders, and, other participants, conditions of equipment used, and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** BODY & SOUL, its directors, officers, employees, independent contractors, instructors, leaders, substitute instructors, substitute leaders, agents, officials, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event or activity (hereinafter referred to as “Releasees”) from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE (ACTION OR INACTION) OF THE RELEASEES OR OTHERWISE.**

SPECIAL WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

In additional consideration of being allowed to participate in Body & Soul® programs and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to, and illness from, infectious diseases, including, but not limited to, methicillin-resistant staph aureus (MRSA), influenza, and COVID-19 (otherwise known as coronavirus). While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and immediately bring such to the attention of the nearest instructor or Body & Soul representative; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS** Body & Soul, its directors, officers, employees, independent contractors, instructors, leaders, substitute instructors, substitute leaders, agents, officials, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event or activity (“RELEASEES”), **WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE,** to the fullest extent permitted by law.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the activity, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: health risks from exercise; exposure to, and illness from, infectious diseases and contagions; consumption of food and drink; weather conditions; criminal activities; negligent or willful acts of other participants; negligent first aid operations or procedures of Releasees; and other risks that are unknown at this time.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES, and assume full responsibility for my participation in the activity.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify Body & Soul, its directors, officers, employees, independent contractors, instructors, leaders, substitute instructors, substitute leaders, agents, officials, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event or activity from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

CHOICE OF LAW/SEVERABILITY: I hereby agree that this Agreement shall apply and bind me and my personal representatives, heirs, executors, administrators, agents, and assigns, regardless of where I attend a Body & Soul activity, and shall be construed in accordance with the law of the State of Maryland, and that this Agreement is intended to be as broad and inclusive as permitted by such laws. I further agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

Any claim or dispute arising from or related to this agreement shall be settled by mediation, or, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker® Ministries (complete text of the Rules is available at www.Peacemaker.net). Costs for mediation or arbitration through the Institute for Christian Conciliation shall be borne by the non-prevailing party; and, if no prevailing party, will be borne equally by the parties. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT.

Name of participant: _____

Participant signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent / guardian signature: _____

Date signed: _____