

WAIVER AND RELEASE FROM OWNER LIABILITY FOR BENJAMIN M. WICKS

I, _____, HERBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Benjamin M. Wicks, and his agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liability, of every kind and nature, whether known or unknown, in law or equity, I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on, or for the benefit of myself, _____, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that Benjamin M Wicks has made no guarantee of performance resulting from MY association with Benjamin M Wicks, and that Benjamin M Wicks is in no way responsible or liable for any performance based damages or injury resulting from MY association with Benjamin M Wicks.

By this Waiver I, assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Benjamin M Wicks, including but not limited to strength training exercise, Mucle Activation Techniques, myofacial release, muscle palpation, muscle testing, isometrics, stretching, Active Release Techniques, Chiropractic manipulations, cardiovascular training either with or without supervision regardless of geographical location.

These terms shall be governed in all respects in accordance with the laws of either the States of North Carolina or South Carolina where services are rendered, without regard to the conflict choice or law rules thereof. The courts sitting in the State of North Carolina and South Carolina, Federal and State, shall have exclusive jurisdiction over any dispute arising out of or relating to MY association with Benjamin M Wicks.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of the WAIVER AND RELEASE. The provision of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, Benjamin M Wicks whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE that I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

PRINTED NAME

DATE

SIGNATURE OF PARTICIPANT

DATE