



## **Assumption of Risk & Waiver of Liability Form**

I the undersigned, have hereby registered for a program of strenuous physical activity, which may include but is not limited to various muscle-toning, equipment-use, and/or aerobic-type activities, conducted by Kenneth A. Stouffer. I hereby affirm that I am in good physical condition and do not suffer from any disability which would limit or prevent my participation in this exercise program.

(Initial: \_\_\_\_\_ )

In consideration of my participation in Kenneth A. Stouffer's exercise program, I the undersigned, for myself, my heirs and assigns, hereby release Kenneth A. Stouffer, his agents, employees, sponsors, facility providers, and anyone acting in concert with him, from any liability, claims, demands, and causes of action resulting from my participation in this or other martial arts programs.

(Initial: \_\_\_\_\_ )

I fully understand that I may injure myself as a result of my participation in this exercise program and I hereby release, Kenneth A. Stouffer, his agents, employees, sponsors, facility providers, and anyone acting in concert with him, from any liability now or in the future including, but not limited to: muscle strains, pulls, or tears; broken bones; shin splints; heat prostration; knee, back, or foot injuries; heart attacks; and any other illness, soreness, injuries and/or emotional trauma or suffering, however caused, occurring during or after my participation in the exercise program.

(Initial: \_\_\_\_\_ )

Kenneth A. Stouffer reserves the right to refuse, or terminate the training of this martial art to any individual as he sees appropriate.

(Initial: \_\_\_\_\_ )

Should any suit or legal action be brought against Kenneth A. Stouffer, his agents, employees, sponsors, facility providers, or anyone acting in concert with him, it is agreed that such suit shall be first attempted through Alternative Dispute Resolution before relying on litigation. In case of litigation, it is agreed that the suit shall be brought only in a court of jurisdiction within the State of Illinois. I agree that if I or my heirs or anyone acting on their behalf should bring such suit, that I/they shall pay all attorney fees, related court costs, and defense costs should I/they not prevail. Should any part of this contract be found invalid or not enforceable by a court of law, then the remaining portion shall continue to be valid and in force. No oral modifications are allowed. This is the entire agreement.

(Initial: \_\_\_\_\_ )

My signature below certifies that I have carefully read the entire above contract, I understand it, and I agree to comply with all of its terms and provisions. I certify that I am physically and mentally capable of participation. I am voluntarily participating with knowledge that possible dangers are involved, and I agree to assume all risk.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_