

ESSENTIA HEALTH

Release of Liability and Waiver

I understand that exercise and fall prevention classes (the "Activities") carry with them significant risks. Accordingly, in exchange for being allowed to participate in the Activities organized by Essentia Health or its affiliates, officers, directors, employees, agents or representatives (the "Releasees"), I agree to be bound by each of the following:

- 1. Voluntary Participation. I understand and confirm that my participation in the Activities is voluntary.
2. Identification of Risks. I understand that there are certain dangers, hazards, and risks inherent in the Activities, including, but not limited to injuries, increased heart rate, dizziness, discomfort, or pain.
3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Activities.
4. Release and Waiver. I release Releasees from any and all liability for and waive any and all claims for injury, loss, or damage (including attorneys' fees), in any way connected with my participation in the Activities and arising out of the ordinary negligence of any Releasees (a "Claim").
5. Binding Effect. This Release will be binding upon my relatives, personal representatives, members, heirs, beneficiaries, next of kin, or assigns and will inure to the benefit of Releasees.
6. Severability. If any provision (or portion of any provision) of this Release is held to be invalid or unenforceable, that provision will be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability will not otherwise affect any other provision of this Release.
7. Governing Law and Venue. I agree that this Release shall be construed in accordance with the laws of the state in which I participate in the Activities (the "State") and that any mediation, suit, or other proceeding relating to this Release or the Activities must be filed or entered into only in the State and the federal or state courts of the State.

THIS IS A RELEASE OF LIABILITY AND WAIVER. I HAVE READ AND UNDERSTAND ALL PARAGRAPHS OF THIS RELEASE OF LIABILITY AND WAIVER. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT. I REALIZE THAT IF I DID NOT PROVIDE THIS RELEASE OF LIABILITY AND WAIVER, THE COST FOR MY PARTICIPATION IN THE ACTIVITIES COULD BE CONSIDERABLY HIGHER OR THE ACTIVITIES MAY NOT BE OFFERED. AS I WANT THE ACTIVITIES TO BE OFFERED AND DO NOT WISH TO PAY A CONSIDERABLY HIGHER COST, I WAIVE THE RIGHT TO BARGAIN FOR DIFFERENT RELEASE OF LIABILITY AND WAIVER TERMS. I AM SIGNING THIS RELEASE OF LIABILITY AND WAIVER VOLUNTARILY.

I certify that I have reached the age of majority and that I am suffering under no disabilities, impairments, medical conditions or previous injuries that would prevent my consent to the terms of this Release of Liability and Waiver. In exchange for my being allowed to participate in the Activities, I verify that I fully understand, agree to, and accept all provisions of this Release of Liability and Waiver.

Printed Name Signature Date

If the person participating in the Activities is not yet 18 years old, one of his/her parents or legal guardians must sign:

In exchange for my child or ward being allowed to participate in the Activities, and as the parent or legal guardian of the above-named individual, I verify that I fully understand, agree to, and accept all provisions of this Release of Liability and Waiver. I further represent and agree that I am signing on behalf of, and as an agent for, any other individual who may be a parent or guardian of my child or ward, that I am fully authorized to do so, and that by executing this Release of Liability and Waiver, I am binding myself, any other parent or guardian of my child or ward, and my child or ward.

Printed Name (Parent or Legal Guardian) Signature Date