

## ***RELEASE OF LIABILITY***

### ***READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS***

In exchange for participation in the activity of Trim Healthy Mama Lifestyle Coaching organized by Working at Homeschool LLC, of 13611 E 104th Ave #800, Commerce City, Colorado, 80022 and/or use of the property, facilities and services of Working at Homeschool LLC, I,

\_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_, agree for myself and (if applicable) for the members of my family, to the following:

**1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Working at Homeschool LLC, or the employees, representatives or agents of Working at Homeschool LLC.

**2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Working at Homeschool LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Working at Homeschool LLC, whether caused by the fault of myself, my family, Working at Homeschool LLC or other third parties.

**3. INDEMNIFICATION.** I agree to indemnify and defend Working at Homeschool LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Working at Homeschool LLC.

**4. FEES.** I agree to pay for all damages to the facilities of Working at Homeschool LLC caused by any negligent, reckless, or willful actions by me or my family.

**5. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Colorado law.

**6. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Working at Homeschool LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

**7. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the

interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**8. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**9. EMERGENCY CONTACT.** In case of an emergency, please call \_\_\_\_\_  
(Relationship: \_\_\_\_\_) at \_\_\_\_\_ (Day), or \_\_\_\_\_  
(Evening).

**10. TRIM HEALTHY MAMA'S RELEASE OF LIABILITY FOR COACHES.**

I, \_\_\_\_\_, expect and intend to participate in Trim Healthy Mama Coaching Program, hereinafter referred to as the program, following the execution of this agreement. Upon signing and submitting this form, I acknowledge that my participation in the program is completely voluntary. I further agree and understand that during the program I specifically agree to comply with all reasonable directions and instructions by my Trim Healthy Mama Coach for the duration of the program. I also certify that I am in adequate physical condition to participate in this program and that I have no known physical conditions which could be worsened or aggravated by my participation. Due to the nature of this program, I acknowledge that my participation could involve risk of bodily injury, illness, death, property damage, or other risks associated with this program, and I assume full responsibility for such, including, those arising from travel to and from any associated program events. This waiver contemplates a wide range of risks including but not limited to those relating to travel, terrain, weather, eating and sleeping arrangements, and any and all other circumstances relating to the program. Furthermore, in consideration of the opportunity to participate in the above referred program, with full knowledge and appreciation of the risks involved, and full understanding of the above issues/conditions. I hereby covenant to release, indemnify, and hold harmless Trim Healthy Mama LLC, its owners, officers, employees, coaches, representatives, volunteers, and agents ("Releasees") from all manner of action and actions, cause and causes of action, suits, claims, or demands of any nature, including personal injuries, death, damages or property loss resulting from said participation. I specifically intend this waiver to preclude liability caused by the negligence of the Releasees. I intend this agreement to bind my spouse, family heirs, assigns, and personal representative, and it shall be deemed as a perpetual release, waiver, discharge and covenant not to sue the Releasees. In signing this agreement, I agree that I have read this Waiver of Liability and Hold Harmless Agreement, understand it, sign it voluntarily, have had the opportunity to have it reviewed by my legal counsel, and hereby agree to be bound by the same. I further attest that I am at least eighteen years old and fully competent; that no oral statements apart from this agreement have been made; and I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, is entered in the State of Colorado, and shall be governed by Colorado law. Any dispute arising from this agreement shall be brought in a court of

competent jurisdiction located and sitting in Commerce City, Colorado, and the parties expressly waive the right to trial by jury. The prevailing party to any dispute may recover from the other all expenses incurred, including reasonable attorney's fees.

11. EXPECTATION OF SERVICES. I understand that my coach, Jennifer Mason, as well as any other employees of Working at Homeschool LLC, does not guarantee any results. I understand that I am hiring a Lifestyle Coach who will deliver services as described on the coach's price sheet, email, or Facebook description.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_