UPRIGHT POSTURE FITNESS WAIVER, RELEASE AND INDEMNITY AGREEMENT

1. I, ________________________________________________________________ recognize that there are certain risks associated with any exercise activity and I assume full responsibility for my participation in Upright Posture Fitness program that may increase my personal risk of injury.

2. I understand that the instructor(s) is not a physician, nurse, or physical therapist and that, by offering this exercise program, Natalia Dashkovskaya, the owner of the Upright Posture Fitness is not assuming any responsibility for my medical condition. If my medical status should change, I will immediately consult my physician about continuing or discontinuing my participation.

3. I hereby release, indemnify and hold harmless Upright Posture Fitness instructor(s) of the postural fitness program I have chosen to attend, from any and all damages, claims, actions, liability and expenses (including costs of judgments, settlements, court costs and attorney’s fees), regardless of the outcome of such claims or actions arising out of or relating in any way to my participation in the Upright Posture Fitness program.

5. Should a provision of this agreement or portion thereof be found invalid or void as against public policy by any court of competent jurisdiction, the remainder of this agreement shall nonetheless remain in full force and effect.

6. I acknowledge that I have read and agree to the terms of this Waiver, Release and Indemnity Agreement and have been given the opportunity to ask questions and in turn have received and understand all of the information provided.

Participant’s Signature __________________________________ Date _______________