**WAIVER AND RELEASE FROM LIABILITY**

 I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Client”) hereby agree to release, indemnify, hold harmless and forever discharge ROMY AND GABY SCI FOUNDATION, INC. d/b/a STAY IN STEP FOUNDATION (the “Company”) and its agents, employees, independent contractors, directors, affiliates, successors and assigns, of and from any all claims, demands, contracts, expenses, causes of action, lawsuits, damages, and liabilities of every kind of nature, whether known or unknown, in law or equity, that Client has had or may have, arising from or in any way related to Client’s participation in any of the exercises, therapies, events, programs or activities conducted by or on the premises of or for the benefit of the Company. I represent that I am in satisfactory physical condition to participate in the Company’s exercises, therapies, events, programs or activities. Client acknowledges that Company’s exercises, therapies, events, programs or activities Client participates in will, in many cases, be an extreme test of Client’s physical and mental limits and carry the potential for severe physical injury and even possibly death, yet Client agrees to assume all risks involved with participation on such exercises, therapies, events, programs or activities, and waives any liability of Company, waives any right to a lawsuit or claim against Company, and on behalf of Client’s heirs, waives all such rights also. Client hereby assumes the risks of participating in any and all of the Company’s exercises, therapies, events, programs or activities. Client certifies that Client is physically and mentally able to participate in the Company’s exercises, therapies, events, programs or activities and has not been advised otherwise by a qualified medical professional. Client understands that participating in the Company’s exercises, therapies, events, programs or activities does not constitute medical treatment, diagnosis or advice. Client understands that Client should seek the advice of a physician or other qualified health provider if Client has questions about medical condition(s) before beginning Company’s exercises, therapies, events, programs or activities. Client understands that a bone density scan is required prior to participating in Company’s programs, and that the bone density scans results will be shared with the Company. Client certifies that in consideration of becoming a client of the Company’s programs, Client hereby takes the following action for itself, its executors, administrators, heirs, next of kin, successors and assigns: Client waives, releases and discharges Company from any and all claims or liability for any loss, damage, injury or death of any kind which arise out of or are related to Client’s participation in Company’s exercises, therapies, events, programs or activities or Client traveling to and from the Company’s facilities; including but not limited to: 1) any known and unknown, foreseen and unforeseen body and personal injury, 2) loss of life, and 3) any attorney’s fees, costs, expenses, or charges sustained, directly or indirectly, or alleged to have been sustained, or in any fashion, arising from, in connection with, or resulting from its participation in the Company’s exercises, therapies, events, programs or activities, even if due to the negligence of the Company or any employee, independent contractor, volunteer, director, officer, client, owner or agent of Company. Client will indemnify and hold harmless the Company and any and all of Company’s employees, independent contractor, volunteers, directors, officers, clients, owners and agents thereof from any claim, demand, and/or cause of action of any nature whatsoever, related to the Client’s participation in the Company’s exercises, therapies, events, programs or activities, even if due to the negligence of the Company, including but not limited to any and all losses, liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of such actions. Client agrees that Client, Client’s family members, and any of Client’s guests and invitees shall be bound by this agreement and the Company’s policies, rules and guidelines. Client agrees that the Company’s policies, rules and guidelines may be revised, supplemented, or amended in the sole and absolute discretion of the Company, and that any changes shall become immediately effective upon posting in the Company’s facilities or on Company’s website. Client further expressly agrees that the foregoing waiver and release from liability agreement is intended to be as broad and inclusive as permitted by the law of the State of Florida. Client has read this waiver and release from liability and indemnity clause, and agrees that no oral representations, statements or inducements apart from this agreement have been made. The Company makes no warranties or representation, express or implied, other than those set forth herein. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, ECONOMIC, NON-ECONOMIC, PUNITIVE OR CONSEQUENTIAL DAMAGES. This agreement shall be construed in accordance with the laws of the State of Florida, without regard to the conflicts of law provisions thereof. Any controversy, claim or dispute arising out of or relating to this agreement shall be settled by a single arbitrator, chosen by the Company, who shall formerly have been a judge in Hillsborough County, Florida. The parties agree to abide by all decisions and awards rendered in such arbitration proceedings, and agree to waive any right to appellate review of said decision or award. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis for judgment and of the issuance of execution for its collections. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity, provided however, that nothing in this subsection shall be construed as precluding bringing an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damage or speculative damages to either party and shall not have the power to amend, alter, or reform this agreement in any manner. IF FOR ANY REASON THIS ABRITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTEIS HERETO.

I authorize any person connected withCompanyto administer first aid to me, as they deem necessary. I authorize medical and surgical care and transportation to a medical facility or hospital for treatment necessary for my well being, at my expense, if any person connected withCompany deems this to be necessary, in their opinion.

 I HAVE READ THE PREVIOUS PARAGRAPHS AND I KNOW, UNDERSTAND AND APPRECIATE THESE AND OTHER RISKS THAT ARE INHERENT IN THE COMPANY’S exercises, therapies, events, programs or activities. I HEREBY ASSERT THAT MY PARTICPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS AND ENTER INTO THIS WAIVER AND RELEASE FROM LIABILITY VOLUNTARILY. I FURTHER UNDERSTAND AND AGREE THAT THIS AGREEMENT SHALL ALSO BE BINDING ON MY HEIRS, ASSIGNS, SUCCESSORS AND ALL OTHER PERSONS WHO MAY CLAIM THROUGH ME.

All notices to the Company shall be mailed (certified or registered, return receipt requested) to STAY IN STEP FOUNDATION, 10500 University Center Dr. Tampa, FL 33612. If any part of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the terms and provisions of this agreement shall remain in full force and effect and shall not be affected.

Client Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_