

## **WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

**TO BE READ AND ACKNOWLEDGED BY EVERY PARENT and/or LEGAL GUARDIAN WHO IS AUTHORIZING ANY MINOR(S) OR ANY FAMILY MEMBER(S) TO BECOME A MOCATS MEMBER(S), AND WHO IS AUTHORIZING AND ALLOWING THEM USE OF THE MOCATS WEBSITE:**

**ALSO TO BE READ AND ACKNOWLEDGED BY ANYONE 18 YEARS OF AGE OR OLDER WHO IS JOINING AND USING THE MOCATS WEBSITE:**

### DISCLAIMER:

The *Motivational Coaching And Training System, LLC* (here forward named as **MOCATS**) is **NOT** responsible for any injury, including death, to any person of any age participating in the website training program created by MOCATS, for any reason including, but not limited to, the utilization of any exercises found on the MOCATS website.

**In consideration of my/our acceptance** for my/our minor child (or children) and our family's participation in, and the use of the MOCATS website, I hereby release and covenant not to sue MOCATS, its owners, shareholders, directors, officers, employees, representatives, agents and/or coaches, for any and all present and future claims resulting from ordinary negligence and inherent risk during use of the MOCATS website, including but not limited to, any loss, injury, damage, or liability sustained by anyone related to me or by any child/children or minor(s) for whom I am responsible as a parent or legal guardian.

**I/We acknowledge** individually and as a parent or legal guardian of the child (or children) who are joining and/or participating in MOCATS, and for whom I am responsible, is (or are) a minor(s), and that he/she/they is (are) permitted and allowed to participate in the MOCATS website program. **I/We do hereby agree** to release, discharge and hold harmless MOCATS, its owners, shareholders, directors, officers, employees, representatives, agents and/or coaches from all causes, liabilities, damages, claims or demands whatsoever, on account of any injury or accident involving said minor(s) or any family member participating in the exercises and training available on the MOCATS website.

**I/We understand** that the reaction of the heart, lung and blood vessel system to exercise cannot always be predicted with accuracy. **I/We know and understand** there is a risk of certain abnormal changes which may occur during or following exercise, including, but not limited to, abnormalities of blood pressure or heart attacks. Performance of resistance exercises, weight lifting exercises, and/or use of equipment and engaging in light, moderate, and heavy body calisthenics may lead to muscle skeletal strains, pain and/or injury, if adequate warm-up, gradual progression and safety procedures are not followed by the participant. **I/We understand** that MOCATS shall not be liable for any damages arising from personal injuries sustained by minor(s), child/children, or family members while participating in and during participation of the MOCATS program of exercises. MOCATS members who use the website exercises, do so at their own risk. Any adult family member of a MOCATS member assumes full responsibility for any injuries or damages which may occur during training. **I/We understand and warrant, release and agree** that I/we and any child/children or any family members are in good physical condition and that I/we and my/our child/children or any family members, have no disabilities, impairments or ailments that would prevent us/them from engaging in active or passive exercise that could be detrimental or inimical to heart, safety, and/or comfort or physical condition while I/we/child/children or any family member engages or participates in the MOCATS website exercises. I/we/my children and all my family members, who are 18 years or older as well as all minor family members, have had a recent physical check-up and have a medical physician's permission to engage in aerobic and/or anaerobic activities, as well as resistance training and weight training. **I/We hereby agree** to release, discharge and hold harmless MOCATS, its owners, shareholders, directors, officers, employees, representatives, agents and/or coaches, from all causes, liabilities, damages, claims or demands whatsoever on account of any injury or accident involving the said minor(s) and/or any of our family members, arising out of their connection with, participation in, or receiving instructions from any activities on the MOCATS website.

**ACKNOWLEDGEMENT OF RISKS:** **I/we acknowledge** that physical exercise, fitness training, athletic conditioning exercises, resistance training exercises (ie: body-loaded exercises using a person's own body weight, weight lifting, resistance bands, tubes, ropes, cables, straps, etc), overall fitness exercise movements and conditioning training in all forms, can be dangerous and involve risk of serious injury, paralysis, and/or death. Risks include, but are not limited to, calisthenics, jogging, running, sprinting, jumping, movement exercises, conditioning drills, resistance and weight lifting exercises, resistance and weight lifting exercises for the upper body including, but not limited to, the neck, shoulders, arms, back, chest, abdominals and for the lower body including, but not limited to, the hips, buttocks, legs and feet, all of which can cause serious damage, injury, paralysis and/or death.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** **I/We hereby acknowledge and agree** to assume responsibility for all the risks of the activity/activities, whether identified above or not, EVEN THOSE RISKS ARISING OUT OF NEGLIGENCE OF THE RELEASEES. My/Our child/children or family members' participation in any activity/activities is purely voluntary. **I/We assume full responsibility** for myself and any minor children or family member for whom I am responsible, for any bodily injury, accident, illness, paralysis, heart attack, stroke, death, including sprains, abrasions, tendon and/or ligament injuries, broken bones, blisters, muscle soreness, muscle pulls, tears or strains, tendon ruptures,

concussions, knee pain, Iliotibial (IT) Band Friction Syndrome, muscle cramps, planter fasciitis, shin splints, Tendonitis or Bursitis and/or Impingement Syndrome in or on any part of the body, stress fractures, tennis elbow, torn rotator cuff, foot injuries, lower leg and/or ankle injuries, knee injuries, thigh injuries, hip/groin injuries, lower back pain or injuries, upper back and/or neck pain or injuries, head injuries, chest and abdominal injuries, shoulder injuries, elbow injuries, wrist/hand injuries, or any injuries related to running, full or partial body movement exercises, resistance training exercises, weight lifting exercises and/or injuries that could or may occur while engaging in or performing any physical fitness training or drills shown on the MOCATS website, EVEN IF CAUSED IN WHOLE OR IN ANY PART, BY THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

**I AM/WE ARE FULLY AWARE AND UNDERSTAND** that MOCATS does not employ or contract with any medical services. **I AM/WE ARE also fully aware and understand** that any losses, injury, disability or death may be a result of actions, inactions or negligence on my/our part. **I/We further agree** to indemnify and hold harmless MOCATS, its owners, shareholders, directors, officers, employees, representatives, agents and/or coaches, from any and all claims arising from my/our child (or children) or any family member's involvement in or receiving instruction from the MOCATS website and/or other activities incidental thereto wherever, whenever and however the claims may arise, including but not limited to travel to perform related activities at a site or participation at any site. **I/We hereby assume all the foregoing risks** and accept personal responsibility for any damages and/or loss following the loss of property, injury, permanent disability or death resulting there from.

**I /WE HAVE READ THE FOREGOING INFORMATION AND UNDERSTAND THE WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK DOCUMENT. I/WE FULLY UNDERSTAND THAT I/WE HAVE GIVEN-UP SUBSTANTIAL RIGHTS BY ACKNOWLEDGING THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK DOCUMENT AND I/WE ACKNOWLEDGE IT VOLUNTARILY.**

**AS THE PARENT(S) AND/OR LEGAL GUARDIAN(S) OF THE AFOREMENTIONED PARTICIPANT(S), WHO IS (ARE) MINOR(S), I ASK THAT HE/SHE/THEY BE ADMITTED TO PARTICIPATE IN THE MOCATS WEBSITE AND I ACCEPT THE TERMS HERE WRITTEN.**