The Stretch Factor, LLC

Participant Agreement

WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK

IN CONSIDERATION OF THE SERVICES OF THE STRETCH FACTOR, LLC, ITS AGENTS, OWNERS, DIRECTORS, SUBSIDIARIES, AFFILIATES, OFFICERS, VOLUNTEERS, PARTICIPANTS, EMPLOYEES, STRETCH THERAPISTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, AND ALL OTHER PERSONS OR ENTITIES ACTING IN ANY CAPACITY ON ITS BEHALF (HEREIN COLLECTIVELY REFERRED TO AS “THE STRETCH FACTOR”), I HEREBY EXPRESSLY RELEASE, INDEMNIFY, DISCHARGE, WAIVE, AND HOLD HARMLESS THE STRETCH FACTOR, RYAN TERRY, AND STEVE ECKERMAN (HEREINAFTER “RELEASED PARTIES”), ON BEHALF OF MYSELF, MY CHILDREN, PARENTS, EXECUTORS, HEIRS, SUCCESSORS, AND ASSIGNS FOR ANY INJURY OR DAMAGE SUSTAINED BY ME, MY SPOUSE, GUESTS, UNBORN CHILD, OR RELATIVES CAUSED BY THE NEGLIGENT ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, THE NEGLIGENT ACT OR OMISSION OF ANY OTHER OF THE STRETCH FACTOR'S STRETCH THERAPISTS, THE NEGLIGENT ACT OR OMISSION OF ANY OTHER USER OF THE FACILITIES, OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH MY PARTICIPATION IN STRETCH THERAPY ACTIVITIES OR ANY OTHER ACTIVITIES OR USE OF THE STRETCH FACTOR'S FACILITIES OR SERVICES.

I hereby expressly acknowledge, understand, and agree to the following:

1. I acknowledge that the Stretch Therapy program entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, my unborn child, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: intense, stressful, and strenuous Stretch Therapy. I expressly consent to these known and unknown risks and further agree, understand, and recognize that these risks may result in serious injury or illness including, but not limited to: bruises, boldly noses, blood borne pathogens, broken bones, heat attacks or other cardiovascular diseases, or other serious injury resulting in death and/or property damage.

Furthermore, The Stretch Factor’s Stretch Therapists have difficult jobs to perform. Stretch Therapists seek safety, but they are not infallible. They might be ignorant of a participant’s fitness or abilities. They may give inadequate warnings or instruction, and the equipment being used might malfunction. I understand and acknowledge these risks, and a voluntarily assume all risk and waive and release all liability relating to the Released Parties above stemming from this risk.

2. I expressly agree and promise to accept and assume all the risks existing in stretch therapy activity and all other activities at The Stretch Factor. My participation is this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless The Stretch Factor and all of the Released Parties above from any and all claims, demands, or causes of action, which are in any way connected with my participation in activity at The Stretch Factor or my use of The Stretch Factor equipment or facilities, including any such claims which allege negligent acts or omissions of The Stretch Factor, Ryan Terry, or Steve Eckerman. I understand that physical exercise, use of exercise equipment, or other related use of The Stretch Factor’s facilities is a potentially hazardous activity that involves the risk of injury such as fainting, bruising, head, neck and spinal injuries, injury to bones, joints, ligaments, muscles, internal and external breaks, ruptures, permanent disability and even death. I affirm that I am voluntarily
participating in any stretch therapy activity and using The Stretch Factor’s facilities with knowledge of these inherent dangers involved. I acknowledge that I should consult my personal physician prior to use of The Stretch Factor’s facilities or participation in any exercise or stretch therapy program. I ACCEPT AND ASSUME FULL RESPONSIBILITY FOR ANY AND ALL INJURIES, DAMAGES, AND LOSSES OF ANY TYPE RESULTING FROM OR ARISING OUT OF THE USE OF THE STRETCH FACTOR’S FACILITIES OR ASSOCIATED ACTIVITIES.

4. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose. I understand that The Stretch Factory and the Released Parties are not responsible for properly that is lost, stolen, or damaged while in, on, or about The Stretch Factory’s facilities.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in this activity, or in the alternative, I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or, in the alternative, I am willing to assume – and bear the costs of all – risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against The Stretch Factor, Ryan Terry, Steve Eckerman, or any of the Released Parties above, I agree to do solely in the State of Texas, and further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

7. Should The Stretch Factor, Ryan Terry, Steve Eckerman, the Released Parties above, and/or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement I agree to indemnify and hold them harmless for all such fees and costs.

8. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in activity at The Stretch Factor, I have waived my right to maintain a lawsuit against The Stretch Factor, Ryan Terry, Steve Eckerman, or any of the Released Parties above based of any claim that I have release herein.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS WAIVER AND THE ENTIRE DOCUMENT, AGREE TO ALL OF THE PARAGRAPHS ABOVE, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUDE. I AGREE THAT THIS WAIVER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

Printed Name

_______________________________________________
Signature of Participant/ Date

_______________________________________________________________
Address City, State Zip

_______________________________________________________________
Telephone Number Email Address

In Case of Emergency, Please Contact:

Name: ____________________________________________
Relationship: ______________________________________
Phone: ____________________________________________