

RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF FULL RESPONSIBILITY FOR ALL RISKS OF
BODILY INJURY, DEATH OR PROPERTY DAMAGE AND
INDEMNITY AGREEMENT

SINCE BOOT CAMP SAN DIEGO HAS THE POTENTIAL TO BE DANGEROUS, WE REQUIRE ALL PARTICIPANTS TO ASSUME ALL RISKS BY SIGNING THIS DOCUMENT.

The participant who signs this document agrees:

I, prior to participating in the above activity, have inspected the facilities and equipment to be used and believe them to be safe, and am satisfied with the condition of the facilities and equipment. If anything is unsafe, I will immediately advise Sal Convento of the condition and refuse to participate.

I fully understand and voluntarily accept that:

- a. There are risks and dangers associated with participation in the above activity which could result in bodily injury, partial and/or disability and death.
- b. I have no physical or mental condition which would interfere with my ability to participate in, attend any such event or activity, or that would endanger my health or safety.
- c. The social and economic losses and/or damages, which could result from those risks and dangers described above, could be severe.
- d. These risks and dangers may be caused by the action, inaction, negligence or carelessness on the part of Sal Convento or any of its officers, assistants, agents, volunteers, servants or employees.
- e. There may be other risks not known to us or not reasonably foreseeable at this time.

IN CONSIDERATION of permitting _____ to enroll in and participate in Boot Camp San Diego by Sal Convento, in the City of San Diego, and State of California, beginning on the _____ day of _____, 200__, the Undersigned agrees, for himself/herself, his/her family, his/her heirs, executors, administrators and assigns, and voluntarily releases, discharges and promises not to sue Sal Convento or any of its officers, assistants, agents, volunteers, servants or employees for any and all claim for personal injury, property damages or wrongful death occurring to himself/herself arising out of engaging (or receiving instruction) in said activity or any activities incidental thereto whenever or however it may occur and for whatever period the activities or instructions may continue and whether it is caused by the negligence or

carelessness, or otherwise, of the persons or entities mentioned above.

The Undersigned further agrees, for himself/herself, his/her family, his/her heirs, executors, administrators and assigns, that in the event any claims for personal injury, property damage or wrongful death shall be prosecuted against Sal Convento or any of its officers, assistants, agents, volunteers, servants or employees, he/she shall indemnify, save and hold harmless the same Sal Convento or any of its officers, assistants, agents, volunteers, servants or employees for any and all claims by whomever or wherever made for personal injuries, property damages or wrongful death whether caused by the negligence, carelessness, or otherwise, of the persons or entities conducting or sponsoring the event.

I further agree and promise to hold harmless and indemnify Sal Convento or any of its officers, assistants, agents, volunteers, servants or employees from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for personal injury, property damage or wrongful death which I made negligently or intentionally caused to other third parties in the course of participating in this activity.

If any portion of this agreement is held invalid, it is agreed that the balance thereof shall continue in full leg force and effect.

It is the intention of _____ by this document to relieve Sal Convento or any of its officers, assistants, agents, volunteers, servants or employees from any responsibility from personal injury, property damage or wrongful death whether caused by the negligence, carelessness, or otherwise, of the persons or entities mentioned above.

I UNDERSTAND I AM ASSUMING ALL RISKS INHERENT IN BOOTCAMP, WHETHER KNOWN OR UNKNOWN, AND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP MY RIGHT TO SUE SAL CONVENTO, WHETHER CAUSED BY THE NEGLIGENCE OF SAID PERSONS OR ENTITIES.

I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS and further agree that no oral representations, statements or inducements apart from this agreement have been made.

I HAVE READ THIS DOCUMENT. I UNDERSTAND AND IT IS A RELEASE OF ALL CLAIMS.

1. _____
Participant Date

2. _____
Witness Date

BOOT CAMP SAN DIEGO HAS THE POTENTIAL TO BE DANGEROUS!