

RELEASE AND WAIVER

ACTIVE MOMS' CLUB

For participation in Coach Cassandra's Active Moms' Club classes.

This waiver and release (the "Release") is executed on this ____ day of _____ 200__ by _____ of _____ [address], _____, [city], Illinois (the "Participant").

I, the undersigned Participant, have enrolled in a program of strenuous physical activity including, but not limited to, strength training, aerobic dance, power walking/running with a stroller, resist-it-bands, physic ball, and use of various aerobic-conditioning machinery offered by Cassandra Hawkinson. I fully understand that there are risks associated with these physical activities including the possibility of physical injury or other adverse medical conditions. I also understand that before engaging in any exercise program I should consult with a physician. I hereby affirm that I am in good physical condition and do not suffer from any disability that would prevent or limit my participation in this exercise program.

In consideration of my participation in Cassandra Hawkinson's Active Moms' Club class, I, the undersigned Participant, for myself, my heirs, personal representatives, next of kin and assigns, hereby release and forever discharge Cassandra Hawkinson, her personal representatives, assigns, heirs, and next of kin from any and all claims, demands, actions, or causes of action, of whatever kind and nature, either in law or in equity, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or potential, arising or resulting from my participation in the exercise program or any activities in connection therewith, whether caused by negligence or otherwise.

I fully understand that I may injure myself as a result of my participation in Cassandra Hawkinson's exercise program and I, the undersigned Participant, for myself, my heirs, personal representatives, next of kin and assigns, hereby release, waive and covenant not to sue Cassandra Hawkinson, her personal representatives, assigns, heirs, and next of kin, from any liability now or in the future for all loss, damage or injury, and any claim or damage therefore, including, but not limited to, heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/lower back/foot injuries, and any other illness, soreness, or injury, however caused, occurring during or after my participation in the exercise program or any activities in connection therewith.

I have enrolled in a Active Moms' Club class. I hereby affirm that I am the parent or legal guardian of any minor child that will accompany me to this class. I further understand that I am solely responsible for the care, supervision, safety and well-being of any child accompanying me and that neither Cassandra Hawkinson nor anyone acting on her behalf assumes any responsibility with respect to the care, supervision, safety and well-being of any such child. Because I understand that my child's participation in Active Moms' Club class is at my own risk, and I agree to take full responsibility for the safety and well-being of my child in connection with participation in Active Moms' Club class I, the undersigned Participant, for myself and minor child, my heirs, personal representatives, next of kin and assigns, hereby release, waive and covenant not to sue Cassandra Hawkinson, her personal representatives, assigns, heirs, and next of kin, from any liability now or in the future for all loss, damage or injury resulting to any minor child that accompanies me to this class, and any claim or damage therefore, however caused, occurring during or after our participation in the Active Moms' Club class or any activities in connection therewith.

I, the undersigned Participant, agree that this Release is intended to be as broad and inclusive as permitted by the laws of Illinois and that if any portion of the Release is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect. The terms of this Release are contractual and not a mere recital.

I, the undersigned Participant, further state that I have carefully read the above Release and know the contents of the Release and sign this Release as my own free act.

Participant's Signature: _____

Participant's Printed Name: _____