**Diamond Lane Corporation**

**Waiver and Release of Liability FORM**

By signing below, you acknowledge that any physical activity, including personal training or post-rehabilitation services, can be strenuous and can subject you to the risk of serious injury. Move With Ease urges you to obtain a physical examination from a doctor before participating in any activity with Move With Ease. You agree that if you engage in any physical exercise or activity, you do so **entirely at your own risk**. You agree that you are voluntarily participating in these activities and **assume all risks** of injury, illness or death. This waiver and release of liability includes, without limitation, all injuries which may occur as a result of: (a) your participation in any activity or personal training session and (b) instruction, training, supervision, or recommendations from Move With Ease instructors.

You acknowledge that you have carefully read this “waiver and release” and fully understand that it is a **release of liability**. **You expressly agree to completely release and discharge Move With Ease from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against Move With Ease (including its owners, managers, and employees) for personal injury or property damage. This release also extends to any possible negligence on the part of Move With Ease to the extent allowed by law.**

In no event shall MOVE WITH EASE (or ITS OWNERS, managers, or employees) be liable to any Party FOr any special, indirect, punitive, exemplary, incidental, or consequential damages of any type, whether foreseeable or not, due to claims Arising under or related to this Agreement, even if advised of the possibility of such damages.

If any portion of this waiver and release is deemed by a Court of competent jurisdiction to be invalid, then the remainder shall remain in full force and effect.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified except in writing. The parties signing below enter into this Agreement willfully and with full understanding of its terms. The Client and Move With Ease agree to be legally bound by the terms and conditions of this Agreement.

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Client Date

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Printed Name