



JUNIOR LEAGUE OF
BOSTON

Junior League of Boston CONSENT, WAIVER, AND RELEASE

I desire to participate in fitness classes or events (herein referred to as "the Activity") organized by the **Junior League of Boston**. I acknowledge that my participation is wholly voluntary, is at my own risk, and is not required or requested by the **Junior League of Boston**, its affiliates or related entities. I understand and acknowledge that there may be certain risks, dangers and perils connected with the Activity, and after a full opportunity for such inquiry and investigation as I have deemed necessary and appropriate, I personally, wholly, expressly, and without reservation, accept, assume and undertake all such risks, dangers and perils.

I voluntarily assume and accept the risks of injury or harm to my person or property from participating in the Activity. This assumption of risk includes, without limitation, the risk of injury or harm that may be caused by the acts or omissions, including, without limitation, the negligence, of the Released Parties (as hereinafter defined).

IF IN CALIFORNIA: I understand and hereby agree that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows: "**1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor.**"

In consideration of my participation in the Activity, I, for myself, and my heirs, executors, administrators, attorneys, agents, representatives, assigns and successors in interest (hereinafter collectively "successors") forever waive, release, discharge, remise and acquit the **Junior League of Boston** and any and all **Junior League of Boston** associates and members, all of their respective past, present, and future parent companies, direct and indirect subsidiaries, affiliates, divisions, related entities, joint venturers, subcontractors, agents, attorneys, employee benefit plans, fiduciaries, insurers, subrogees, co-insurers and reinsurers, all their respective, past, present and future officers, directors, employees, members, partners, principals, shareholders and

owners, and all their respective heirs, executors, administrators, personal representatives, predecessors, successors, transferees and assigns (collectively the "Released Parties") from any and all claims, causes of action, liabilities, obligations, damages, losses, demands, judgments, costs and expenses, of every kind, nature or form, known or unknown, including, without limitation, attorneys fees, **whether in contract, statute, tort (such as negligence) or otherwise**, relating to, arising from or in any way, directly or indirectly, connected to, or arising out of, my participation in or association with the Activity, including any travel to or return from the Activity.

I further understand and acknowledge that should my participation in the Activity cause loss of work or medical or other expense, I am not entitled to any PTO, sick days or disability or reimbursement of any expenses of any nature as a result thereof, other than that to which I may be otherwise eligible as a member of one of the Released Parties.

I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in the Activity, or would interfere with my ability to participate in the Activity.

This Consent, Waiver, and Release may not be modified orally. In circumstances where all or any portion of the provisions of this Consent, Waiver, and Release are finally judicially determined to be unavailable, I agree, for myself and my successors, that the aggregate liability of the Released Parties for any claims, liabilities, or expenses hereunder shall not exceed an amount which is proportional to the relative fault as adjudicated that the conduct of any of the Released Parties bears to all other conduct giving rise to such claims, liabilities, or expenses.

I agree for myself and successors, that the above representations are contractually binding, and are not mere recitals. Should I or my successors commence, maintain or prosecute any claim, action or suit at law or in equity or otherwise in connection with my participation in the Activity, I or my successors, as the case may be, agree to indemnify and hold harmless the Released Parties from all claims, liabilities and expenses incurred in connection therewith, including, without limitation, the defense thereof by the Released Parties and any claims for indemnity or contribution by third parties against the Released Parties.

This Consent, Waiver, and Release shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without reference to its choice-of-law rules. If any provision of this Consent, Waiver, and Release is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the

extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of such provision as set forth herein.

I ACKNOWLEDGE THAT I HAVE BEEN GIVEN AMPLE OPPORTUNITY TO REVIEW AND UNDERSTAND THE TERMS OF THIS CONSENT, WAIVER, AND RELEASE. I UNDERSTAND THE CONSEQUENCES OF SIGNING IT AND HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH OTHERS, INCLUDING, WITHOUT LIMITATION, LEGAL COUNSEL, ABOUT IT TO THE EXTENT I SO DESIRED. I FURTHER REPRESENT THAT I HAVE NOT RELIED UPON ANY REPRESENTATION OR STATEMENT, WRITTEN OR ORAL, NOT SET FORTH IN THIS CONSENT, WAIVER, AND RELEASE AND I ACCEPT THE TERMS OF THE CONSENT, WAIVER, AND RELEASE VOLUNTARILY AND OF MY OWN FREE WILL AND ACCORD.

I agree []

I disagree []

Please note, if you do not agree with the above statements, you will not be able to participate in this event.

Signature _____

Name: _____

Date: _____

Email or Phone Number: _____

Mailing Address: _____
