

Agreement / Release from Liability

1. **Voluntary Participation.** I, the undersigned Participant (or if Participant is under 18 years of age, a Parent or Guardian of Participant), acknowledge that I have voluntarily applied to participate in a running training program, commonly known as the ChiRunning/ChiWalking Program, conducted by **'Michael Weintraub' ("Instructor")**, **Tri Chi Walk & Run, LLC**. The Instructor(s) is certified to conduct the ChiRunning/ChiWalking Program by ChiLiving, LLC. ("Corporation"), but the Instructor is in no other way affiliated with the Corporation. The Corporation is not conducting this training program and other than this release, has no contractual relationship with the Participant.

2. **Definition of Injury.** For purposes of this Agreement, the word "injury" shall include, but not be limited to, heart attacks or other heart related damage, stroke, muscle strains, pulls or tears, broken or fractured bones, shin splints, heat prostration, knee, lower back, foot injuries, joint inflammation or other joint damage, and any other mental or physical damage, or death, or disability claimed to be caused by the activities involved in the ChiRunning/ChiWalking Program. "Activities involved in the ChiRunning/ChiWalking Program" also includes any injuries sustained while preparing for the ChiRunning/ChiWalking Program, or after participation in the ChiRunning/ChiWalking Program.

3. **Scope of ChiRunning/ChiWalking Program.** For purposes of this Agreement, the term "ChiRunning/ChiWalking Program" shall mean the physical and mental activities outlined in the Corporation's and Instructor's marketing materials, which "materials" shall be considered to be either written, described by staff, or as observed in actual classes or as covered on the web sites of the Corporation and the Instructor. The ChiRunning/ChiWalking Program involves the use of stretching, bending, joint and other body manipulation of a physical nature and running.

4. **Participant's Acceptance of the Risk of Injury.** Participant has read and thoroughly understands the broadness of the definition of "injury" and hereby states that the definition in Section 2 is not intended to be the exclusive definition due to the unpredictable nature of harm that may occur to a Participant in the ChiRunning/ChiWalking Program. Being fully aware of the potential for injury, Participant nevertheless agrees to accept such risks as the sole responsibility of the Participant.

5. **Waiver of Claim of Negligence.** Participant understands that the risk of injury may be due to an act, which could, arguably, be due to a claim of negligence on the part of the Corporation's and/or the Instructor's staff, employees, or officers. However, Participant understands and agrees that the unpredictability of injury occurring in the physical activities of the ChiRunning/ChiWalking Program justifies waiving any claim of injury occurring due to perceived negligence on the part of any of the Corporation's and/or the Instructor's staff, employees, or officers.

6. **Consultation with Medical Personnel.** The Participant acknowledges that the Instructor advised the Participant to discuss the ChiRunning/ChiWalking Program with competent medical counsel to determine if the medical counsel approves the participation of the Participant in the ChiRunning/ChiWalking Program. If medical counsel suggests any limitation on any

participation, Participant is under an affirmative duty to provide written notice of such caution on the part of the Participant's medical counsel. If no medical consultation was sought, the Participant shall provide the Instructor with a written statement so stating. Further, if the Participant has any known conditions that would limit participation the ChiRunning/ChiWalking Program, Participant has an affirmative duty to notify the Instructor of such limitation prior to taking part in any ChiRunning/ChiWalking Program of any type.

7. **Mandatory Arbitration.** Participant fully understands that if Participant disputes any of the terms of this Agreement, after having signified acceptance by signing below, that reasonable efforts shall be made to resolve the dispute. However, if the parties are unable to reach a conclusion to the dispute, each party shall choose an arbitrator who is a member of a recognized national association of arbitrators, and such arbitrators shall choose an additional arbitrator, who is a member of a professional association of arbitrators, and such additional arbitrator shall decide the matter. Each party shall bear their own costs of arbitration.

8. **Governing Law.** This Agreement shall be governed by the laws of the State of Massachusetts.

9. **Consent to use Photographs and Video Material.** I, the undersigned Participant (or if Participant is under 18 years of age, a Parent or Guardian of Participant), hereby give my permission and consent to Instructor to use photographs or videos of myself (or underage Participant) while participating in ChiLiving, Inc. programs or using facilities or equipment owned or rented by Instructor. I further give my permission and consent to Instructor to use such photographs or videos for promotions, marketing or advertising of Instructor on his/her behalf. I agree that there will be no compensation paid for the use of such photographs or videos.

10. **Knowing and Voluntary Execution.** I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS, I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND **Michael Weintraub, Tri Chi Walk & Run, LLC** AND CHILIVING, LLC. AND SIGN IT OF MY OWN FREE WILL.

Participant Signature

Date _____

Participant Printed Name

IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, THE SIGNATURE OF A PARENT OR GUARDIAN OF THE PARTICIPANT IS REQUIRED.

Participant Parent or Guardian Signature

Date _____

Participant Parent or Guardian Printed Name