

WAIVER AND RELEASE FROM LIABILITY FOR USE OF NEXTSTEPS

I, _____, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge NextSteps and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by or on the premises of or for the benefit of NextSteps.

Client acknowledges that any activities client participates in can be an extreme test of client physical and mental limits and carry the potential for severe physical injury. Client hereby assumes the risks of participating in any and all of NextSteps activities and functions. Client certifies that client is able to participate in the NextSteps program and has not been advised otherwise by a qualified medical person. Client understands that the information and treatments obtained by participating in NextSteps do not constitute medical treatment, diagnosis or advice. Client understands that client should seek the advice of a physician or other qualified health provider if client has questions about a medical condition. If client has been injured for more than two years, Client understands that a bone density scan is required to enter NextSteps and client agrees and acknowledges that Client will have taken such bone density test and shared the results of such test with NextSteps before beginning any treatments with NextSteps. Client certifies that in consideration of becoming a client of the program, Client hereby takes the following action for itself, its executors, administrators, heirs, next of kin, successors and assigns:

Client waives, releases and discharges from any and all claims or liability for any loss, damage, theft or injury of any kind which arise out of or related to its participation in, or its traveling to and from the NextSteps center; including but not limited to, 1) any known and unknown, foreseen and unforeseen bodily and personal injury, 2) loss of life, and 3) any attorney's fees, costs, expenses, or charges sustained, directly or indirectly, or alleged to have been sustained, or in any fashion, arising from, in connection with, or resulting from its participation in NextSteps, even if due to the negligence of NextSteps or any employee, volunteer, director, officer, client, owner or agent thereof.

Client will indemnify and hold harmless NextSteps any and all employees, volunteers, directors, officers, clients, owners and agents thereof from any claim, demand and/or cause of action of any nature whatsoever, related to Client's participation in NextSteps, even if due to the negligence of NextSteps, including but not limited to any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of such actions.

Date

Printed Name

Signature