



### **Waiver and Release of Liability**

**Boxing Class for Parkinson's Disease Patients at the Samuel and Althea Stroum Jewish Community Center of Greater Seattle ("SJCC"—"Boxing at SJCC")**

1. I understand the nature of activities in Boxing at SJCC and my physical condition and capabilities, and I believe that I am physically capable of participating in such activities. I further acknowledge that I am aware that the activities may be conducted in facilities open to the public or members of the SJCC as well as to employees of the SJCC. I further agree and warrant that any time, if I believe any condition to be unsafe, I will immediately discontinue further participation in the activities and bring such condition to the attention of the instructor. I further confirm my understanding that the SJCC makes no representation or promise whatsoever as to how much, if any, my participation in such activities will help with my current or future symptoms of Parkinson's Disease.
  
2. I FULLY UNDERSTAND that (a) the activities of Boxing at SJCC involve risks and dangers of bodily injury, ranging from minor injuries to SERIOUS BODILY INJURY, including permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by me or by the actions or inactions of others participating in the activity, the conditions under which the activity takes place, or THE ACTIONS OR INACTIONS OF THE "RELEASEES" NAMED BELOW; (c) there may be other risks of social and economic losses either known to me or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred as a result of my participation in these activities and agree that to the fullest extent provided by law the Releasees will not be responsible for such losses, costs and damages.
  
3. TO THE FULLEST EXTENT PERMITTED BY LAW I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the SJCC, the instructor(s) of Boxing at SJCC, the other participants in Boxing at SJCC and the SJCC'S directors, contractors and employees (each considered one of the "Releasees" herein) from and against all actions, judgments, settlements, claims, liabilities, losses, damages, expenses, and costs (including court costs and attorneys' fees), including, without limitation, for any property damage, personal injury, death or any other action, claim, liability, loss, damage or expense on my account relating to Boxing at SJCC caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or any of them.
  
4. I have been advised that SJCC is an affiliate of Rock Steady Boxing, Inc., a not for profit corporation (RSB). In this paragraph, the "Affiliate" refers to The Samuel and Althea Stroum Jewish Community Center of Greater Seattle. As for RSB, I hereby release and hold harmless RSB, and RSB's officers, affiliates, directors, agents, staff, volunteers, suppliers, licensors, licensees and employees from and against any and all actions, judgments, settlements, claims, liabilities, losses, damages, expenses, and costs (including court costs and attorneys' fees), including, without limitation, for any property damage, personal injury, death or any other action, claim, liability, loss, damage or expense against Affiliate, based on Affiliate's operation of Affiliate's business or premises.
  
5. Should I experience any injury to my hands, whether fractures, broken bones, or otherwise, or

any injury to my head, concussion, headaches, or fainting spells, I will immediately notify the instructor of Boxing at SJCC of these events and/or conditions, and immediately cease my participation in said events and activities.

6. I hereby further agree that this Waiver and Release of Liability may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any subsequent waiver or modification. Every term and provision of this Waiver and Release of Liability is intended to be severable; if any one or more provision is found to be unenforceable or invalid, said provision shall not affect the other terms and provisions, which shall remain binding and enforceable.

7. To the extent other waivers/releases and similar documents for the benefit of the SJCC were previously signed by me or on my behalf, including, without limitation, for general membership and/or facilities usage, this Waiver and Release of Liability is in addition to and in no way limits or supersedes such other waivers/releases.

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Printed Name of Applicant

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Date

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Signature of Applicant