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ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT FOR PURCHASERS/USERS OF THE BIOMECHANICS METHOD EDUCATIONAL PRODUCTS

I hereby agree to enroll and participate in the educational course offered by The BioMechanics LLC, called The BioMechanics Method (referred to as the “Program”), and that my participation is voluntary and for my own commercial benefit.

In consideration for my right to participate in this Program, I agree as follows:

NON-CONSUMER STATUS
I hereby agree and acknowledge that the Program is being offered to me solely by virtue of my status as a professional that provides or intends to provide health and fitness related services to individuals and/or groups. I hereby represent that I currently work for, intend to work for, or own and/or operate a proprietary business which offers health and fitness related services to individuals and/or groups. I hereby further represent that I am not a “consumer” as the term “consumer” is defined in Article 2, Section 1 (a), of the Hague Convention on Choice of Court Agreements (Concluded June 30, 2005).

ASSUMPTION OF RISK
The Program contains information relating to human anatomy, musculoskeletal deviations, assessment procedures, and instruction in the performance of exercises to alleviate chronic pain. As such, participation in the Program carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one person to another, but may include: 1) minor injuries such as scratches, bruises, muscle pain, muscle tears, numbing and tingling sensations, headaches, and sprains, to 2) major injuries such as displaced or broken ribs, joint or back injuries, severe pain, sciatica, nerve damage, ligament damage, heart attacks, concussions, loss of physical sensation, and loss of consciousness, to 3) catastrophic injuries including stroke, paralysis or death. I understand and agree that this list of risk is not exhaustive and only represents a small sample of the type of injuries I or participants in the Program may encounter.

I have read the previous paragraph and I know, understand, and appreciate these and all other risks that may be inherent in the Program. By checking the Terms and Conditions checkbox on this website (or purchasing The BioMechanics Method course materials from approved vendors), I assume all liabilities, risks, conditions, injuries or damages, to any person, including me, might incur or aggravate arising out of the Program, whether such liabilities, injuries, conditions, injuries, or damages are known or unknown, foreseeable or unforeseeable, or in any way connected with participation in, or use of the Program. I accept personal responsibility for any liability, injury, condition, loss, or damage in any way connected with my participation in, or use of the Program without regard to the cause.

I represent that I have no disability, impairment, or ailment preventing me from engaging in active or passive exercise that will be detrimental or injurious to my health, safety, comfort or physical condition if I use the Program. I further acknowledge that I will not provide any instruction to any third party related to the Program unless such party is physically and medically able to receive such instruction without injury.

RELEASE OF LIABILITY AND WAIVER
I on my own behalf, and behalf of all my minor children, and my and their personal representatives, assigns, successors, heirs, insurers, next of kin, and all others acting by or through me (collectively referred to as the “Releasing Parties”), acknowledge and agree that the use of the Program involves risk of injury to persons and property, and the Releasing Parties hereby release from any liability The BioMechanics LLC, and its and their owners, shareholders, directors, officers, parents, subsidiaries, employees, members, managers, independent contractors, instructors, agents, and all individuals assisting with the Program (the “Released Parties”), harmless from all liability, injury, or death caused by or resulting from, or in any way connected with my participation in the Program, either as a student or instructor, or as a result of my engaging in, receiving, or providing instruction related to assessment and exercise activities or any activities incidental thereto, wherever, whenever, or however the same may occur. The Releasing Parties hereby voluntarily waive any and all claims against the Released Parties resulting from their active or passive negligence or otherwise, both present and future, that may be made by any of the Releasing Parties. This agreement will apply for each and every Program Level offered by The BioMechanics I engage in now, and in the future, without requiring me to sign an additional Assumption of Risk and Release of Liability form for subsequent Program Levels.

I further agree and acknowledge that I, in using the Program, either as a student, or providing instruction or services to any third party arising out of the Program, will use my own independent judgment in the care and treatment of my own customers/clients. As such, I hereby waive any and all claims of active or passive negligence or breach of professional standards I may have now, or in the future, against the Released Parties and hereby forever release and discharge the Released Parties from any such claims by a Releasing Party.
INDEMNIFICATION AND HOLD HARMLESS
I hereby agree to defend, indemnify, and hold harmless the Released Parties for any liability, loss, cost, expense, injury, death, or damage whatsoever, caused by reason of any injury sustained by any person or to property, by reason of, relating to, or arising out of, my care, treatment, or other provision of services, to my customers/clients or use of the Program in any way, without regard to whether it is caused by or, alleged to have been caused by, the active or passive negligence of the Released Parties.

I further agree to defend and indemnify The Released Parties against any and all claims, actions, suits, procedures, proceedings, costs, expenses, damages, and liabilities, including any that arise out of claims or lawsuits against me or any third party, for personal injury, death, consequential damage, or property damage, relating to my involvement or use of any information, assessment or program design procedure, or exercises contained in the Program, and to reimburse them for any such expenses, including but not limited to reasonable attorneys’ fees and costs, incurred.

I understand that the information, instruction and techniques discussed in this Program are general in nature and are not meant to be, and should not be taken as, medical advice or specific instructions as to the care or treatment of any particular customer/client that I may advise or work with. I further understand that the information and materials contained in the Program are in no way intended to be a substitute for medical council or advice and that none of the Released Parties are licensed medical practitioners in any jurisdiction.

SEVERABILITY
I expressly agree that the foregoing Assumption of Risk, Release of Liability and Indemnity Agreement is intended to be as broad and inclusive as its permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

CHOICE OF COURT
This Agreement is entered into in California. It is expressly agreed by the parties that this Agreement shall be governed by, interpreted, construed and enforced in accordance with the domestic laws of the State of California, in the United States of America, without reference to principles of conflicts of law. It is further expressly agreed by the parties that this Choice of Law provision falls under the purview of Chapter II, Article 5 of the Hague Convention on Choice of Court Agreements (concluded on June 30, 2005).

COMPLIANCE WITH LAWS
I acknowledge that I shall, at my own cost and expense, comply in full with all applicable federal, state, and local statues, laws, ordinances, rules regulations, orders, licenses, permits or fees applicable to my use of the Program.

ACKNOWLEDGEMENT OF UNDERSTANDING
I have read this Assumption of Risk, Release of Liability and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by agreeing to it, including my right to sue, and have agreed to it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my acceptance to be a complete and unconditional release of all liability to the greatest extent allowed by law and that I have the actual authority to do so.