

RELEASE OF LIABILITY

I wish to participate in a fitness program (“Program”) provided and/or sponsored by The National Kidney Foundation of Michigan (“NKFM”). In exchange for being permitted by NKFM to participate in the Program, I agree to the following:

I know that if I am new to exercising, have been inactive for an extended period of time, have any medical issues or am looking to start an intense exercise program, I should speak to my physician before participating in the Program. I do not know of any health condition of mine that could get worse if I participate in the Program.

I waive and release all claims, now known or arising after the date of this Release, against NKFM, Sound Generations (formerly Senior Services), and each of their officers, directors, employees, agents, affiliates, volunteers, partners, contractors, related persons and entities, equity holders, successors and assigns (each, a “Releasee”), arising out of or attributable to the Program or my participation in the Program. I will not initiate any claim, lawsuit, court or cause of action, or other legal proceeding or demand (each, a “Proceeding”) against NKFM or any Releasee, nor join or assist in any such Proceeding which anyone may have, in connection with the Program or my participation in it, and I waive any right I may have to do so.

I consent to receive medical treatment in the event of any illness, accident or injury, or medical emergency resulting from or in connection with my participation in the Program and understand that I am solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation. In connection with such medical treatment, I authorize NKFM and its representatives to disclose identifying and other personal information. I grant NKFM the right to use my name and likeness in connection with the Program for any publicity without further compensation or permission.

This Release constitutes the sole and entire agreement of NKFM and me with respect to its subject matter and supersedes all prior and contemporaneous understandings, both written and oral, with respect to such subject matter. If any provision of this Release is determined to be unenforceable in any jurisdiction, such determination shall not affect any other provision of this Release or render unenforceable such provision in any other jurisdiction. This Release shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs, next of kin and insurers without limitation. Each Releasee is expressly designated as a third party beneficiary of this Release, entitled to enforce this Release as if such Releasee were a party hereto. This Release shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction). Any Proceeding arising under this Agreement may be brought only in courts located in Washtenaw County, Michigan and I consent to the exclusive jurisdiction of such courts.

_____ Participant Name (PRINT)
_____ Signature
_____ Date
_____ Address
_____ Phone Number

_____ Emergency Contact Name (PRINT)
_____ Phone Number
_____ Alternate Phone Number
_____ Address