



## **ACTIVITY RELEASE AND INDEMNITY AGREEMENT --ADULT**

**THIS RELEASE AND INDEMNITY AGREEMENT (“Release”) is made by the undersigned adult (I), to release and indemnify LWell a L.L.C. corporation, its parent company, affiliated or subsidiary companies, and all their respective officers, directors, agents, contractors, employees, heirs, successors, and assigns (collectively, the “LWell, L.L.C.”, as set forth below.)**

1. **Activity.** I for myself and on behalf of my heirs, executors, and assigns hereby release and indemnify the LWell, L.L.C. from all liability for injury to me for my death, including injury or death resulting from acts of negligence by LWell, L.L.C., as consideration in exchange for the LWell, L.L.C. permitting me to use or participate in activities of LWell, L.L.C. (“Activities”).
2. **Release and Indemnity**
  - I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH FULL KNOWLEDGE, UNDERSTANDING, AND APPRECIATION OF THE RISKS OF INJURY INHERENT IN ANY PHYSICAL EXERCISE, THERAPY PROGRAM, PHYSICAL ACTIVITY, OR ATHLETIC ACTIVITY, AND I EXPRESSLY ASSUME ALL RISKS OF INJURY AND EVEN DEATH WHICH COULD OCCUR AS A RESULT OF MY PARTICIPATION, INCLUDING INJURY OR DEATH THAT RESULTS FROM NEGLIGENCE BY LWell, L.L.C..
  - I RELEASE LWell, L.L.C. FROM ANY LIABILITY FOR INJURY OR DEATH, OTHER THAN INJURY OR DEATH RESULTING FROM GROSS NEGLIGENCE BY LWell, L.L.C., I COVENANT NOT TO SUE LWell, L.L.C. FOR BODILY INJURY, PROPERTY DAMAGE, OR DEATH OCCURRING TO ME AS A RESULT OF PARTICIPATING IN THE ACTIVITIES.
  - I HEREBY ASSUME FULL RESPONSIBILITY FOR BODILY INJURY, PROPERTY DAMAGE, OR DEATH DUE TO THE GROSS NEGLIGENCE OF LWell, L.L.C. AND THE NEGLIGENCE OF ANY THIRD PARTY, INCLUDING OTHERS PARTICIPATING IN THE ACTIVITIES.

- I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LWell, L.L.C. FROM ANY AND ALL CLAIMS ARISING OUT OF MY PARTICIPATION IN THE ACTIVITIES INCLUDING THOSE RESULTING FROM LWell, L.L.C.’S NEGLIGENCE, AT MY SOLE COST AND EXPENSE.
  - ALL PERSONAL PROPERTY BROUGHT TO THE ACTIVITIES IS BROUGHT AT MY SOLE RISK AS TO ITS THEFTS, DAMAGE OR LOSS.
3. **Medical.** I consent to emergency medical care and transportation to obtain treatment in the event of injury to me during the Activities, as LWell, L.L.C. may deem appropriate.
  4. **Severability.** I expressly agree that the terms of this release and indemnity are intended to be as broad and inclusive as is permitted by the laws of VIRGINIA. Any provision or portion of this document found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The remaining provisions or portions of this document shall then be construed and enforced as if such stricken provision or portion had not been contained herein.
  5. **Nutrition.** Information given is intended to be used only as a guideline for healthy eating, and is not meant to be a substitute for a medically prescribed diet. If you are currently on a medically prescribed diet or have any specific medical conditions that require you to be on one, please consult your physician and inform your therapist. In addition, please use your discretion regarding food allergies and intolerances. Although there are a variety of foods included within the program, it is not recommended that you consume any foods you are allergic or intolerant to.