

This waiver and consent agreement is applicable to any services, equipment, facilities, and/or events provided by or in association with Heather Rakowski of Greenwood Village, Colorado.

By signing this agreement, you understand and agree that any and all use of programs, facilities, services, and/or equipment owned or provided by Heather Rakowski shall be undertaken by a customer/participant at his/her sole risk, and that Heather Rakowski shall not be liable for any injury, loss, or damage to the person or property of any customer/participant or guest of Heather Rakowski. The services and if facilities or premises is provided by Heather Rakowski, including those involving or associated with swimming, cycling, running, or any other form of physical activity, and athletic training, coaching, and advising, carry inherent risks, including the risk of bodily injury, permanent disability, or even death. Services provided by Heather Rakowski, including coaching, training, and advising, are not intended to be medical opinions, diagnoses, or treatments of any sort. You agree that the customer/participant and any guest thereof is physically and medically able to safely participate and/or engage in the services provided by Heather Rakowski.

Heather Rakowski shall not be subject to or liable for any claim, demand, injury, damage, or loss whatsoever that in any way arises from or relates to the activities, events, services, equipment, facilities, premises, or events provided by or in association with Heather Rakowski, including any and all claims for property damage, physical injury, disability, or death. By signing below, the customer/participant for himself/herself, or the parent/legal guardian of the customer/participant for and on behalf of himself/herself and the customer/participant, and on behalf of his/her executors, administrators, heirs, assigns, and successors, does forever release and discharge Heather Rakowski from any and all such claims, demands, injuries, damages, losses, actions, and causes of action, whether sounding in negligence, tort, contract, law, or equity, and further agrees to defend, indemnify, and hold harmless Heather Rakowski from and against any and all claims, demands, suits, actions, liabilities, losses, expenses, proceedings, or causes of action, including reasonable attorney fees and costs of defense and/or collection, arising out of the customer/participant's use of or presence upon the services, equipment, facilities, and/or premises of Heather Rakowski.

I have read this document and I understand and hereby agree to the terms of this agreement and the rules of Heather Rakowski as they exist at this date and as they reasonably amended from time to time.

Participate Printed Name

Participate Signature

Date

**Parent /Guardian
(If participate is under the age of 18)**

Parent /Guardian Signature

Date