

RELEASE OF LIABILITY

ALL NOTICES TO STOKED ATHLETICS SHALL BE MAILED (CERTIFIED OR REGISTERED, RETURN RECEIPT REQUESTED) TO P.O. BOX 5044, WEST BABYLON, NY 11707.

BUYER'S ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AND FULL RELEASE FROM LIABILITY OF STOKED ATHLETICS:

BUYER ACKNOWLEDGES THAT TRAINING PROGRAMS PURCHASED HEREUNDER INCLUDE PARTICIPATION IN STRENUOUS PHYSICAL ACTIVITIES, INCLUDING BUT NOT LIMITED TO, HEART ATTACKS, MUSCLE-STRAINS, PULLS OR TEARS, BROKEN BONES, SHIN SPLINTS, HEAT PROSTRATION, KNEE/LOWER BACK/FOOT INJURIES AND OTHER ILLNESSES, SORENESS, OR INJURY HOWEVER CAUSED, OCCURRING DURING OR AFTER CLIENT'S PARTICIPATION IN THE PHYSICAL ACTIVITIES. BUYER FURTHER ACKNOWLEDGES THAT SUCH RISKS INCLUDE, BUT ARE NOT LIMITED TO, INJURIES CAUSED BY THE NEGLIGENCE OF AN INSTRUCTOR OR OTHER PERSON, DEFECTIVE OR IMPROPERLY USED EQUIPMENT, OVER-EXERTION OF A BUYER, SLIP AND FALL BY CLIENT, OR AN UNKNOWN HEALTH PROBLEM OF CLIENT.

BUYER AND CLIENT AGREE TO ASSUME ALL RISK AND RESPONSIBILITY INVOLVED WITH PARTICIPATION IN THE PHYSICAL ACTIVITIES. BUYER AND CLIENT AFFIRMS THAT CLIENT IS IN GOOD PHYSICAL CONDITION, AND DOES NOT SUFFER FROM ANY DISABILITY THAT WOULD PREVENT OR LIMIT PARTICIPATION IN THE PHYSICAL ACTIVITIES. BUYER AND CLIENT ACKNOWLEDGE PARTICIPATION WILL BE PHYSICALLY AND MENTALLY CHALLENGING, AND BUYER AND CLIENT AGREE THAT IT IS THE RESPONSIBILITY OF BUYER AND CLIENT TO SEEK COMPETENT MEDICAL OR OTHER PROFESSIONAL ADVICE, REGARDING ANY CONCERNS OR QUESTIONS INVOLVED WITH THE ABILITY OF CLIENT TO TAKE PART IN STOKED ATHLETICS PHYSICAL ACTIVITIES BY SIGNING THIS AGREEMENT. BUYER AND CLIENT ASSERT THAT CLIENT IS CAPABLE OF PARTICIPATING IN THE PHYSICAL ACTIVITIES. BUYER AND CLIENT AGREE TO ASSUME ALL RISK AND RESPONSIBILITY FOR NOT EXCEEDING HIS/HER PHYSICAL LIMITS.

BUYER AND CLIENT, ON BEHALF OF CLIENT, HIS/HER HEIRS, ASSIGNS NEXT OF KIN, AGREES TO FULLY RELEASE STOKED ATHLETICS (AS WELL AS ANY OF ITS OWNERS, EMPLOYEES, OR OTHER AUTHORIZED AGENTS, INCLUDING INDEPENDENT CONTRACTORS) FROM ANY AND ALL LIABILITY, CLAIMS AND/OR LITIGATION RESULTING FROM TRAINING PROGRAMS AND THE PHYSICAL ACTIVITIES, EVEN IF CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACTS OR OMISSIONS AND/OR ANY OTHER TYPE OF FAULT OF STOKED ATHLETICS, ITS OWNERS, EMPLOYEES, OR OTHER AUTHORIZED AGENTS, INCLUDING INDEPENDENT CONTRACTORS.

THE PARTIES AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT IN CONSIDERATION FOR THE MUTUAL PROMISES AND BENEFITS TO BE REVIVED BY THEM, THE ADEQUACY AND SUFFICIENCY OF WHICH THEY ACKNOWLEDGE.