

Liability Release and Waiver

This legally binding Liability Release and Waiver (“Waiver”) is made voluntarily by the undersigned individual on his or her own behalf, and on the behalf of his or her own heirs and legal representatives and assigns, (collectively, “Participant,”) to Pamlico Parkinson’s and Karen Gabriel (the “Organization”).

(1) Acknowledgment. Participant understands that participating in:

(a) an online Chair Yoga program to fight the symptoms of Parkinson’s disease may include exercises to build the cardiorespiratory system (heart and lungs to increase expiratory strength), the musculoskeletal system (muscle endurance, strength and flexibility), and to improve body composition, hand-eye coordination, and agility; and

(b) certain anaerobic and aerobic activities depending on the nature and type of equipment Participant has available at home including, but not limited to a chair, walking/running, exercise, and other similar activities designed to improve balance, muscular strength, endurance, flexibility, range of motion and coordination, through the Organization’s virtual, at-home, unsupervised programming without access to emergency care that may be provided by the Organization at its physical location (collectively defined as “Activity”) may expose Participant to certain dangers, risks or hazards, including (but not limited to) abnormal physical reactions occurring during exercise, such as abnormalities of blood pressure or heart rate, a decrease in the functioning of the heart, and in rare instances heart attacks; falls resulting in musculoskeletal strains, pain, and injury if adequate safety procedures are not followed and that such may still occur even if the proper precautions are taken; and those caused by the supplies and equipment wholly within the control of the Participant. It is strongly suggested individuals participating in at-home unsupervised workouts use self-assessment tools such as the Rate of Perceived Exertion Chart (RPE) to measure the intensity of exercise.

Participant understands that the risks and dangers of the activity may be caused by the negligence of Participant in the Activity, the negligence of Participant in the preparation of the area in which the Activity is to take place, the maintenance on the Participant’s equipment used in the Activity, accidents, forces of nature, or other causes.

Participant chooses to participate in the Activity despite the possible dangers, risks and hazards set forth above, and does so with informed consent.

(2) Obligations of Participant. Participant agrees to obey all instructions of the Organization and act responsibly during the Activity. **PARTICIPANT AGREES TO STOP AND SEEK ASSISTANCE FROM EMERGENCY SERVICES OR OTHERWISE AS NECESSARY IF PARTICIPANT DOES NOT BELIEVE HE OR SHE CAN SAFELY CONTINUE, TO LIMIT THEIR PARTICIPATION TO REFLECT HIS OR HER PERSONAL FITNESS LEVEL, AND REFRAIN FROM ANY AND ALL ACTIONS THAT WOULD POSE A HAZARD TO PARTICIPANT OR OTHERS.** *(please initial that you have read this section):* _____

Participant certifies that they are in good physical health sufficient enough to engage in the Activity or agrees to assume the responsibility and liability if Participant chooses to participate with any known injury or condition that may be aggravated or worsened by participation in the Activity. It is Participant’s obligation to immediately stop any physical activity that intensifies any injury or condition, and will cease activity immediately if participant becomes dizzy or lightheaded.

(3) Liability Waiver/Agreement. Participant hereby waives any and all rights, claims, demands, and damages, at any time, at law or in equity arising out of participation in the Activity. Participant releases the Organization and its agents, employees, staff, volunteers, and representatives for any injury, including but not limited to illness, paralysis, death, damages, or economical or emotional loss, that Participant may suffer as a result of participation in the aforementioned Activity. Participant voluntarily participates in the aforementioned Activity and participates in the Activity entirely at Participant's own risk.

(4) Indemnification and Hold Harmless. Participant agrees to indemnify and hold harmless the Organization against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by Participant or anyone on Participant's behalf, including attorney's fees, and any related costs, if litigation arises pursuant to any claims made by Participant or by anyone else acting on Participant's behalf. If the Organization incurs any of these types of expenses, Participant agrees to reimburse the Organization.

Participant acknowledges that the Organization and its agents, employees, staff, volunteers, and representatives are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the Organization.

(5) General Conditions.

(a) This Waiver represents the complete understanding between Participant and Organization.

Participant Initials:

Parent/Guardian Initials (if applicable):

(b) No representations, written or oral, other than those contained in this Waiver are authorized or binding upon the Organization.

(c) Should any part of this Waiver due to legal or other regulatory changes become unenforceable, the remaining provisions within this Waiver, not impacted by such change, shall remain in full force as originally written.

(d) Participant agrees to promptly update the Organization of any changes of information related to the Participant that Organization may have in its possession as may affect the Participant's participation in the Activity.

(6) Signature. I, the undersigned Participant, affirm that I am of the age of consent. I freely sign this Waiver and certify that I have read and understood its content fully. I am aware that by signing I release my rights and enter into a legally binding contract with the Organization. If there will be more than one participant viewing with you please have each one initial, fill out and sign in the spaces indicated.

Printed Name of Participant: _____

Phone: _____

Emergency contact person and their phone #: _____

Your Physical Address: _____

Date: _____

Signature of Participant: _____

Printed Name of Participant: _____

Phone: _____

Emergency contact person and their phone #: _____

Your Physical Address: _____

Date: _____

Signature of Participant: _____

Printed Name of Participant: _____

Phone: _____

Emergency contact person and their phone #: _____

Your Physical Address: _____

Date: _____

Signature of Participant: _____

Printed Name of Participant: _____

Phone: _____

Emergency contact person and their phone #: _____

Your Physical Address: _____

Date: _____

Signature of Participant: _____

Please return initialed, filled out and signed waver either by printing out and filling out this waver and scanning it and emailing it to dave@towndock.net or
Mail to Dave Mauney, P.O. Box 846, Oriental, NC 28571