

**GRAY INSTITUTE AND GOLF FITNESS ASSOCIATION OF AMERICA  
ASSUMPTION OF RISK AND WAIVER**

Your participation in Gray Institute and Golf Fitness Association of America's (GFAA) certification programs constitutes your agreement that:

A. I understand that exercise and training are potentially hazardous activities. I further understand that these activities involve risks of injury, aggravation of pre-existing conditions, and in the most severe and extreme situations, even death. Furthermore, I acknowledge that exercise on the body cannot be predicted with complete accuracy and that injuries may occur during or following exercise that could lead to these complications and adversely affect my health. These changes may include, among other effects, high blood pressure, increased heart rate, altered heart function, and possibly, and again in rare instances, cardiac complications. Accordingly, I acknowledge that I am voluntarily participating in these activities with the full knowledge and understanding of the potential dangers. I have also read and been informed of the following warning and notification: ***"If you are currently under a physician's care for an injury, condition or illness, Gray Institute and GFAA strongly urges you to consult your physician before beginning the certification program."***

B. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE "RELEASEES" (DEFINED BELOW) OR OTHERS AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.

C. I willingly agree to comply with all stated and customary terms and conditions for participation in the Gray Institute and GFAA program. If, however, I observe any unusual or significant hazard or risk during my participation in the Gray Institute and GFAA program, I will remove myself from participation.

D. I, FOR MYSELF AND ON BEHALF OF MY HEIRS, PERSONAL AND LEGAL REPRESENTATIVES, AND NEXT OF KIN, AGREE TO ASSUME ALL RISKS AND TO RELEASE, HOLD HARMLESS AND COVENANT NOT TO SUE GRAY INSTITUTE NOR GOLF FITNESS ASSOCIATION OF AMERICA OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, OR AFFILIATES (COLLECTIVELY, THE "RELEASEES"), FROM AND FOR ANY CLAIM, LOSS OR LIABILITY THAT I MAY HAVE, INCLUDING FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY NEGLIGENCE OR CARELESSNESS OF THE RELEASEES OR OTHERWISE.

E. I intend by this Waiver and Release to release in advance, and to waive my rights and to discharge all of the Releasees from, all claims, losses or liabilities for personal injury, including, but not limited to, death or bodily injury, or property damage that I may have or claim to have, or which may hereafter accrue to me, as a result of my participation, even though that liability may arise from negligence or carelessness on the part of the Releasees. I understand and agree that this Waiver and Release is binding on my heirs, personal and legal representatives, and next of kin.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE ASSUMED RISKS AND GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT, AND AGREE TO IT VOLUNTARILY WITHOUT ANY INDUCEMENT AND WITH THE INTENTION OF BEING LEGALLY BOUND HEREBY.