

**Waiver of Liability and Hold Harmless Agreement
for the Trim Healthy Mama Coaching Program**

I, _____, expect and intend to participate in Trim Healthy Mama Coaching Program, hereinafter referred to as the program, following the execution of this agreement. Upon signing and submitting this form, I acknowledge that my participation in the program is completely voluntary. I further agree and understand that during the program I specifically agree to comply with all reasonable directions and instructions by my Trim Healthy Mama Coach for the duration of the program. I also certify that I am in adequate physical condition to participate in this program and that I have no known physical conditions which could be worsened or aggravated by my participation.

Due to the nature of this program, I acknowledge that my participation could involve risk of bodily injury, illness, death, property damage, or other risks associated with this program, and I assume full responsibility for such, including, those arising from travel to and from any associated program events. This waiver contemplates a wide range of risks including but not limited to those relating to travel, terrain, weather, eating and sleeping arrangements, and any and all other circumstances relating to the program.

Furthermore, in consideration of the opportunity to participate in the above referred program, with full knowledge and appreciation of the risks involved, and full understanding of the above issues/conditions. I hereby covenant to release, indemnify, and hold harmless Trim Healthy Mama LLC, its owners, officers, employees, coaches, representatives, volunteers, and agents (“Releasees”) from all manner of action and actions, cause and causes of action, suits, claims, or demands of any nature, including personal injuries, death, damages or property loss resulting from said participation. I specifically intend this waiver to preclude liability caused by the negligence of the Releasees.

I intend this agreement to bind my spouse, family heirs, assigns, and personal representative, and it shall be deemed as a perpetual release, waiver, discharge and covenant not to sue the Releasees.

In signing this agreement, I agree that I have read this Waiver of Liability and Hold Harmless Agreement, understand it, sign it voluntarily, have had the opportunity to have it reviewed by my legal counsel, and hereby agree to be bound by the same. I further attest that I am at least eighteen years old and fully competent; that no oral statements apart from this agreement have been made; and I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee, is entered in the State of Tennessee, and shall be governed by Tennessee law. Any dispute arising from this agreement shall be brought in a court of competent jurisdiction located and sitting in Hickman County, Tennessee, and the parties expressly waive the right to trial by jury. The prevailing party to any dispute may recover from the other all expenses incurred, including reasonable attorney’s fees.

Signature of Participant

Date

Address

Signature of Parent/Guardian if Participant is under age 18

Date

Emergency Contact-Name

Phone Number