

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in any way in the Sparkplug Project Boot Camp, hereinafter called "Activity", I, for myself, my heirs, personal representatives or assigns, ***do hereby release, waive, discharge, and covenant not to sue*** Momentum San Diego LLC, its officers, employees, and agents from liability ***from any and all claims*** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in Activity.

Assumption of Risks: Participation in Activity with its certain inherent risks that cannot be completely eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

Indemnification and Hold Harmless: I also agree to ***indemnify and hold harmless*** Momentum San Diego LLC from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Health Acknowledgment: I accept full responsibility for my health and voluntarily complete this Acknowledgment and Waiver of Liability. I understand and agree that the services and tools offered in the Sparkplug Project Boot Camp offered by Momentum San Diego LLC, its officers, employees and agents are not intended to replace or be substituted for medical or psychiatric care. It is recognized that the trainings inherent in the programs may at times make participants feel vulnerable. The Sparkplug Project Boot Camp programs are not therapeutic interventions for psycho-pathological disorders as defined in the DSM, and are not intended as such. By completing this release and consent I assume all risk for any physical or mental consequences of participating in the program. I will withdraw from any activity if I feel physically or emotionally unsafe or at risk. By signing this release I also specifically and expressly agree to hold harmless, indemnify and release Momentum San Diego LLC, its officers, employees and agents from any and all liability for the results of the educational guidance that will be or have been provided. Moreover, I acknowledge that the particulars shared in this program by other participants are to be maintained as confidential. I will not blog or otherwise report on content shared in these classes in any form of media.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and ***understand that I am giving up substantial rights, including my right to sue.*** I acknowledge that I am participating and signing the agreement freely and voluntarily, and ***intend by my signature to be a complete and unconditional release of all liability*** to the greatest extent allowed by law.

 Print Participant Name

 Signature of Participant

 Date