YANG CHENGFU TAI CHI CENTER SEATTLE RELEASE FROM LIABILITY

This Release from Liability ("**Release**") is entered into as of the date executed below by the undersigned ("**Student**"). Student has requested that Yang Chengfu Tai Chi Center Seattle ("**Company**") provide tai chi instruction services to Student ("**Services**") and Company desires to provide the Services subject to Student's execution of this Release. Intending to be legally bound hereby, Student hereby agrees as follows:

<u>Potential Risks</u>. Student agrees that Student is medically fit to participate in the Services. Student understands that Student's participation in the Services includes risks such as, but not limited to: cuts, bruises, slipping, falling, tripping, sprains, tendonitis, strains or tears of ligaments, tendons or muscles, dislocations, broken bones, fractures, concussion, disfigurement, dizziness, shortness of breath, paralysis, or other serious physical injuries or death, psychological injury, emotional distress, damaged personal effects such as clothing or jewelry, and other forms of personal, economic, or emotional losses (collectively, "**Risks**"). Student understands that these Risks may arise from Student's own or others' actions, inactions, negligence, recklessness, or willfulness.

Release. Despite the Risks, Student and as applicable, on behalf of Student's its affiliates, agents, family, and assigns hereby knowingly, intentionally, voluntarily and willingly assumes all of the Risks, and agrees to completely release, waive, and discharge from all liability, Company and its affiliates, officers, directors, licensees, nominees, employees, contractors, their successors, agents and assigns and any owners of any locations where the Services are provided (collectively, "Released Parties") from any and all actual or potential losses, injuries, disabilities, damages, claims, rights, demands, actions of any and every kind, nature and character whatsoever, whether known or unknown, whether based on a tort, contract, statute, or any other theory of recovery, and whether for compensatory or punitive damages which Student may now have, have ever had, or may in the future have, arising out of or in any way remotely related to the Services, including claims for reimbursement of medical expenses, insurance deductibles, property damages, or attorneys' fees and costs, unless such damage or loss was caused by the gross negligence or willful act of the Released Parties. Student further certifies that Student is willing to assume the risk of any medical or physical condition that may be complicated or aggravated by Student's participation in the Services.

<u>Indemnification</u>. To the maximum extent permitted by law, Student agrees to indemnify, defend, and hold harmless the Released Parties from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of Student's participation in the Services, whether caused by or contributed to in whole or part by any action or failure to act, negligence, breach of contract, or other misconduct on the part of Released Parties.

<u>No Suit, Legally Binding</u>. Student agrees not to initiate, assist, support, join, participate in, encourage, or actively cooperate in the pursuit of any legal claims on their behalf against any Released Party and not to sue any Released Party. Student intends this Release to be legally binding upon Student's successors, assigns, executors, administrators, heirs, and estates.

Entire Agreement. This Release constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior negotiations and/or agreements. No modification of this Release shall be binding unless in writing and signed by a representative of the Company. This Release is made and entered into within and shall be governed by, construed, interpreted, and enforced in accordance with the substantive and procedural laws of the state of Washington, without regard to the principles of conflicts of laws. Any action to enforce the terms herein be brought only in King County, Washington. Should any provision of this Release be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby.

READ THE FOREGOING DOCUMENT CAREFULLY. IT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.

STUDENT: _		
Print	 Date_	