



WAIVER & RELEASE FORM

While training and participating in a wellness program at Performance Sport Systems, LLC with Kimbia Physio, LLC,

I understand that physical exercise can be strenuous and subject to risk of serious injury, I have been urged to obtain a physical examination from a physician before participating in any exercise activity. I (**PRINT NAME**) agree that if I engage in any physical exercise or activity, I do so **entirely at my own risk**.

Any recommendation for changes in diet including the use of food supplements and weight reduction products are entirely my responsibility and I should consult a physician prior to undergoing any dietary or food supplement changes. I agree that I am voluntarily participating in the above mentioned activities and **assume all risks** of injury, illness or death.

This waiver and release of liability includes, without limitation, all injuries which may occur as a result of: (a) your participation in any activity or personal consulting/wellness session and (b) instruction, training, supervision, or dietary recommendations by Hiza Mbwana, Kimbia Physio, LLC and Performance Sport Systems, LLC.

I acknowledge that I have carefully read this waiver and release and fully understand that it is a **release of liability**. I expressly agree to release and discharge Hiza Mbwana, Kimbia Physio, LLC and Performance Sport Systems, LLC from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I may otherwise have to bring a legal action against Hiza Mbwana, Kimbia Physio, LLC and Performance Sport Systems, LLC for personal injury or property damage.

To the extent that statute or case law does not prohibit release for negligence, this release is also for negligence on the part of Hiza Mbwana, Kimbia Physio, LLC and Performance Sport Systems, LLC

If any portion of this release from liability shall be deemed by a court of appropriate jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed there from.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.
Parent or Guardian if a minor

Signed:

Printed Name:

Dated: ___/___/___