

**ASSUMPTION OF RISKS WAIVER AND RELEASE
OF CLAIMS INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE LEGAL RIGHTS, INCLUDING
THE RIGHT TO SUE**

PLEASE READ CAREFULLY

In consideration of Derrer Inc., operating as Boundless Aging (herein "Boundless Aging"), allowing my participation in in any Boundless Aging event(s) from time to time, including but not limited to, walks, hikes, social events, recreational activities, volunteer activities, exercise and stretching classes (both online and in person), (individually and collectively the "Activity"), I acknowledge and agree on behalf of myself, my heirs, executors, personal representatives, administrators, successors and assigns, that:

1. I am aware that there are many known and unknown dangers and risks associated with my participation in the Activity, including the risk of serious personal injury or death.
2. I recognize that the Activity may involve physical exertion, which may be strenuous and could result in physical injury, and I confirm to Boundless Aging that I am in good physical condition and do not suffer any disability or condition which would prevent or limit my participation in the Activity.
3. I am fully aware of the risks and hazards connected with participation in the Activity including, without limitation, personal injury or death or damage to my personal property. I fully assume without qualification or limitation, all risks or loss, property damage or personal injury, including death, that may be sustained by me, or loss or damage to property owned by me, as a result of my participation in the Activity, whether known or unknown.
4. I understand that it is my responsibility to consult with a physician or other qualified health care practitioner prior to my participation in the Activity.
5. I have satisfied myself and confirm to Boundless Aging that I am physically, emotionally and mentally able to participate in the Activity and that my attire and my equipment, if any, is safe and suitable for the Activity.
6. I accept full responsibility for understanding and following and following the rules and safe practices associated with participation in the Activity and I accept that full responsibility for my personal safety rests with me at all times.
7. I will immediately cease and remove myself from participation, and notify the nearest Boundless Aging staff member, if at any time I become aware of any unusual hazard or unsafe condition or if there is any change in my physical, mental or emotional fitness for continued participation in the Activity.
8. I HEREBY RELEASE, WAIVE, FULLY DISCHARGE, AND PROMISE NOT TO SUE Boundless Aging and its officers, directors, employees, volunteers, agents and representatives, and any other person, organization or entity involved in the Activity

from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including but not limited to death, that may be sustained by me, or to any property belonging to me, while participating in the Activity, or while on or upon the premises where the Activity is conducted including, but not limited to claims arising by way of negligence, gross negligence, breach of contract, or breach of any duty, statutory or otherwise. I acknowledge and agree that this is a promise not to sue Boundless Aging, its officers, directors, employees, volunteers, agents and representatives or any other person, organization or entity involved in the Activity for anything including unknown or unforeseen claims, damages and losses.

9. I will INDEMNIFY and HOLD HARMLESS Boundless Aging and its officers, directors, employees, volunteers, agents and representatives from any damage, loss liability, legal costs and other expenses that it may suffer or incur by reason of any claim against it arising from or connected, directly or indirectly, with my presence at or participation in the activity, INCLUDING ANY CLAIM BASED ON NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT AND BREACH OF STATUTORY OR OTHER DUTY.
10. I have read this document thoroughly and understand that, by signing it, I will WAIVE AND GIVE UP IMPORTANT LEGAL RIGHTS, including the right to sue. I have been afforded a full and unconstrained opportunity to review this document before signing it and withdraw from the Activity, should I not wish to assume all of the dangers and risks associated with it, but I have freely and voluntarily elected to assume all of these dangers and risks, to give up important legal rights as set out in this document, and to participate in the Activity.
11. I understand that Boundless Aging is relying on this document when accepting my participation in the Activity.

Please sign and date this document before participating in any Boundless Aging activities outlined in this document.

Date

Emergency Contact for Participant

Signature of Participant

Emergency Contact Phone #

Printed Name of Participant

Phone # of Participant