



RELEASE OF LIABILITY

In consideration of being permitted to enter the real property located at 31 Welina Place, Makawao, Hawaii (TMK II-2-3-058-008) (the "Property") and using the pool and any other equipment located on said property for fitness and exercise activities managed by Evolve Body Mind Fitness, LLC and Yesha Brighton, or otherwise participating in any activities involving the pool or other facilities on the Property, the undersigned, for himself or herself, personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he or she will continuously inspect such facilities or equipment and the Property which he or she uses, participates and/or enters upon, and finds and accepts such activities, facilities or Property as being safe and reasonably suited for the purposes of its use. He or she understands and accepts that the Property and equipment located thereon may not be supervised at all times and are to be used at their sole risk. He or she further agrees and warrants that if any time, he or she feels anything to be unsafe, he or she will immediately advise Yesha Brighton, stop using the pool or the equipment and vacate the Property:

1. The undersigned hereby releases, waives, discharges and covenants not to sue Lena Felice Knox, owner of the Property, Yesha Brighton, and Evolve Mind body Fitness, LLC, their respective heirs, administrators, members, and executors of and from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by releasor of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident which may occur as a result of using the pool and any other equipment located on said property or otherwise participating in any activities involving the pool or other facilities, equipment, structures or conditions on the Property, whether caused by negligence or not.
2. The undersigned hereby assumes full responsibility for and risk of bodily injury, death, or property damage due to the negligence of releasees or otherwise while on the Property or while using the pool or other facilities on the Property.
3. Each of the undersigned expressly acknowledges and agrees that the activities may be dangerous and may involve the risk of injury. This release is intended to be as broad as is permitted by the law of Hawaii and if any portion is held invalid, it is agreed that the balance shall continue in full force and effect.
4. The undersigned has read and voluntarily signs the release and waiver and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

IF UNDER 18 YEARS OF AGE, SIGNATURE OF PARENT OR GUARDIAN IS ALSO REQUIRED.

IN WITNESS WHEREOF, releasor has executed this release on _____, date.

Name of Participant: _____

Signed: _____

If applicable, name of Parent/Guardian: _____

Signed: _____