

William T. Lent, LCSW, LLC
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ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT DECLARATIONS.

This Agreement is entered into between William T. Lent, LCSW, LLC and the undersigned (“Client”). The provision of psychotherapy and running therapy services by William T. Lent to Client, and Client’s use of any premises, facilities or equipment are contingent upon this agreement.

ASSUMPTION OF RISK: You agree that if you engage in any physical exercise or activity, including running and walking with William T. Lent, LCSW, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by William T. Lent, LCSW or otherwise, including injuries or damages arising out of the negligence of William T. Lent, LCSW, whether active or passive. Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), sports fields, courts, or other areas, locker rooms, sidewalks, parks, lobby, or other general areas of any facilities, or any equipment. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to walking, jogging, running, stretching, and aerobic activities.

You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of William T. Lent, LCSW or otherwise.

RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge William T. Lent, LCSW from any and all claims or causes of action (known or unknown) arising out of the negligence of William T. Lent, LCSW, whether active or passive, or any of his affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, (d) negligent hiring or retention of

employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from running therapy, including injuries resulting from William T. Lent, LCSW's or anyone else's negligent inspection or maintenance of the facility or premises.

INDEMNIFICATION: By execution of this agreement, you hereby agree to indemnify and hold harmless William T. Lent, LCSW from any loss, liability, damage, or cost William T. Lent, LCSW may incur due to the provision of running or walking therapy to you.

ACKNOWLEDGMENTS: You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. You acknowledge that William T. Lent, LCSW offers a service to his clients encompassing the entire recreational and/or fitness spectrum. William T. Lent, LCSW is not in the business of selling running or jogging equipment or products to the public, and the use of such items is incidental to the service provided by William T. Lent, LCSW. You acknowledge and agree that William T. Lent, LCSW does not place such items into the stream of commerce.

This release is not intended as an attempted release of claims of gross negligence or intentional acts.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against William T. Lent, LCSW for his negligence, or for any defective product used while participating in running or walking therapy with William T. Lent, LCSW. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Print Name: _____

Sign Name: _____

Date: _____