

# Round 4 Boxing

## WAIVER, RELEASE, and NON-COMPETE FORM

### Waiver

Because physical exercise can be strenuous and subject to risk of serious injury, I urge you to **obtain a physical examination from a doctor** before using any exercise equipment or participating in any exercise activity. You agree that by participating in physical exercise or training activities, you do so **entirely at your own risk**. Any recommendation for changes in diet including the use of food supplements, weight reduction, and/or body building enhancement products are entirely your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities **and assume all risks** of injury, illness, or death.

### Non-Compete

You are also agreeing **not to solicit** any members of Jockey Rose, Inc. for personal or group training and are agreeing **not to compete** with Jockey Rose, Inc. within 15 miles of your registered location with the formation of any adult group fitness exercise class where you will serve as either a trainer, owner, or consultant within 6 months after your last day as a member or employee of Jockey Rose, Inc. Any attempts to do so will negate the use of your time with Jockey Rose, Inc. as physical training and instead identify your time with Jockey Rose, Inc. as business coaching for which you are agreeing to pay \$5000.00 to continue your business within 25 miles within 6 months of your last day.

### Release of Liability

You **acknowledge** that you have carefully read this “waiver and release” and fully understand that it is a **release of liability**. You expressly agree to release and discharge the trainer/instructor of Jockey Rose, Inc. and its associated facilities from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the trainer/instructor, or the city of Katy, TX, for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence.

If any portion of this release from liability shall be deemed by a Court of competent 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 here from.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

Finally I understand that my signature represents that I agree to the term of this agreement. You will receive a copy of these terms via email within 48 hours of signing.

If, after reviewing I find the terms unfair or different from what was explained to me I will have an additional 48 hours to have another form signed with appropriate terms or decide not to continue with your services.

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**Printed name by participant**

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**Signed by participant**

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**DATE**

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Exploration Park, Katy TX (Location subject to change)