

J.R. SMITH COACHING, LLC
PARTICIPANT RELEASE

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. THE FULLY SIGNED FORM MUST BE SUBMITTED BEFORE ANY PERSON IS ALLOWED TO PARTICIPATE IN J.R. SMITH'S COACHING PROGRAM.

I acknowledge that by signing this participant release that I am assuming risks and agreeing to indemnify and hold harmless and release and forever discharge from liability J.R. Smith Coaching, L.L.C. and all of his respective agents, employees, volunteers, affiliates and agents from any injury to me or loss that I may suffer while participating in J.R. Smith's Coaching Program. This release is a contract with legal and binding consequences and it applies to all activities related to J.R. Smith's Coaching Program, regardless whether or not listed above or otherwise in the contents in this release. I have read this release carefully before signing and I fully understand I am agreeing to by signing.

I further acknowledge that there may be certain physical risks associated with exercise and fully assume the risks associated with such participation in J.R. Smith's Coaching Program. I acknowledge and confirm that I have no physical or medical condition which would endanger myself or others, or would interfere with my ability to safely participate in J.R. Smith's Coaching Program. Further, I release and forever discharge J.R. Smith Coaching, L.L.C. and all of his respective agents, employees, volunteers, affiliates and agents from any equipment failure or facility-related mishaps which may arise while participating in J.R. Smith's Coaching Program.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals and that should I or my successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses, including legal fees, incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the event. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provision, which shall remain binding and enforceable.

Signed this ___ day of _____, 20_____

By: _____

[PRINT NAME]