# Above the Rest Training Release of Liability

**<u>LIMITATION OF LIABILITY,</u> ABOVE THE REST (ATRT) ENTIRE LIBILITY AND CLIENT EXCLUSIVE REMEDY FOR ANY SERVICE, ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE THE REPERFORMANCE OF THE SERVICES. IN NO EVENT SHALL ATRT (INCLUDING ANY OFFICER, DIRECTOR, AFFILIATE, AGENT, OR EMPLOYEE OF ATRT) BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFIT, LOST SAVINGS, LOST BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, LOSS OF INCOME, WORK STOPPAGE, OF ANY AND ALL OTHER DAMAGES OR LOSSES (HOWEVER ARISING INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND REGISTRATION FORM, EVEN IF CLIENT HAD BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**

IN NO EVENT SHALL ATRT'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THE PERFORMANCEOF THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, EXCEED THE FEES PAID TO ATRT IN THE CALENDAR YEAR IN WHICH THE DAMAGE OR CLAIM AROSE.

I hereby acknowledge that I have fully read the above provisions and fully understand and agree with each provision. I have had the opportunity to have counsel of my choice review it with me. I understand that I am giving up substantial rights by signing this liability release.

**I declare that I am above the age of 18.**

x

Signature of Participant | Print Name | Date

**I am not over the age of 18**

x

Signature of Participant | Print Name | Date

x

Signature of Participant's Parent(s) or Legal Guardian | Print Name | Date
(**<u>LEGAL GUARDIAN MUST PROVIDE PROOF OF LEGAL DOCUMENTS</u>**)

Revised 04/27/20

ABOVE THE REST ACADEMY