

GENERAL RELEASE OF LIABILITY

This General Release ("Release") is made on (date) _____ between
(name) _____, at (address) _____
("Releasor") and Root Ergonomics LLC at 2230 NE 15th Ave, Portland, OR ("Releasee").

1. Releasor and anyone claiming on Releasor's behalf releases and forever discharges Releasee and its affiliates, successors, officers, employees, representatives, partners, agents, and anyone claiming through them, whether or not herein named, (collectively, the "Released Parties"), in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, to both person and property, which Releasor has or ever had or may in the future have against Releasee or any of the Released Parties arising out of or relating to services rendered including: Voluntary utilization of ergonomics education, stretches and exercises, instruction both verbal, written, and/or implied and equipment recommendation, modification, setup, and usage, whether in-person, over telephone, or by written or video interface ("Claims").
2. This Release shall not be in any way construed as an admission by the Releasee that it has acted wrongfully with respect to Releasor or any other person, that it admits liability or responsibility at any time for any purpose, or that Releasor has any rights whatsoever against the Releasee.
3. This Release shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. Releasor has the authority to release the Claims and has not assigned or transferred any Claims to any other party. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of Oregon.
4. The releasor voluntarily consents to all related risks, whether stated or unstated, of participating in the activities associated with ergonomics consultation including but not limited to the potential development, exacerbation, and/or continuation of any previous injury, preexisting health condition, or any perceived or real mental and/or physical harm or distress.
5. The releasor understands and consents to the inherent risks of consenting to in-person consultation, if applicable, and accepts the potential harm caused by the releasee unknowingly carrying and/or transmitting Covid-19 or any other communicable disease; PPE use will be utilized by the releasee at the discretion of the releasor.

Signature

Signature of Releasor

Date

Printed Name