

ObstaCourse Fitness

Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement ("Release")

I, on my own behalf, and behalf of my minor and/or unborn children (if applicable), and my and their personal representatives, assigns, successors, heirs, and next of kin (hereinafter collectively referred to as "the Releasers"), acknowledge and agree that the use of the facilities, services, equipment or premises of ObstaCourse Fitness, LLC (the "Gym") by myself or any of the Releasers involves risk of injury to persons and property, and the Releasers assume full responsibility for such risks for myself/themselves. In consideration of being permitted to enter the Gym's facilities or receive any services offered by the Gym, for any purpose, including, but not limited to, observation, use of facilities, services, or equipment, or participation in any way, the Releasers agree to the following: the Releasers are authorized to, and do hereby release and hold the Gym, and its directors, officers, members, subsidiaries, employees, agents, managers, independent contractors, and insurers harmless from all liability to all the Releasers for any loss or damage sustained by any of the Releasers. The Releasers hereby waive any claim or demands therefore based on, or on account of, any injury or death to any of the Releasers and property damages or losses sustained by any of the Releasers, whether caused by the active or passive negligence of the Gym or otherwise, while any of the Releasers is in, upon, or about the Gym's premises, or while using the Gym's facilities, services, or equipment.

This release of liability includes, but is not limited to, claims based on the following: the Gym's improper maintenance of its equipment (mechanical or otherwise), grounds or facilities, the Gym's negligent instruction or supervision, including personal training, or inadequate security or staffing, the Releasers' use of the Gym's facilities, services, or equipment, and/or slipping or tripping anywhere in or about the Gym. Such facilities and services include, but are not limited to: exercise equipment, exercise rooms, locker rooms, nutrition counseling and services, sidewalks, parking lots, stairs, or property owned by third parties where the Gym offers training services. Such risk of injury includes, but is not limited to injuries arising from the participation by any of the Releasers, or others in supervised or unsupervised activities at the Gym, injuries and medical disorders, including, but not limited to death, heart attacks, strokes, heat stress, sprains, broken bones, and injured muscles and ligaments, among others, arising from exercising, any recreational use of any of the Gym's facilities, or otherwise, or while participating in any of the Gym's programs, classes, services or activities, and accidental injuries.

I represent that I am in good physical condition and have no medical condition or impairment that might prevent my use of the Gym's facilities or services. I represent that I have not been advised by any physician or other health care professional to refrain from participating in any of the Gym's activities or programs. I acknowledge that the Gym did not give me any medical advice at any time relating to my physical condition and ability to use the Gym's facilities. If I have any medical concerns, those concerns should be discussed with a physician before using the Gym's facilities. I acknowledge that the neither the Gym, nor any of its owners, employees, or agents are licensed medical practitioners, and that their advice is therefore limited in scope and is not a substitute for medical supervision and advice.

I also agree to indemnify and hold the Gym harmless from any loss, liability, damage or cost that the Gym may incur due to the presence of any of the Releasers in, upon, or about the Gym's premises or in any way observing or using any of the Gym's facilities, services or equipment, whether caused by my negligence or otherwise. I further expressly agree that this Release is intended to be as broad and as inclusive as permitted by the law of the state of California, and that if any portion of this Release is held invalid, then it is agreed that the remainder of this Release shall continue in full force and effect. I know, understand and appreciate that use of the Gym's facilities and services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid any injuries or damages. I hereby assert that their participation is voluntary and I knowingly and expressly assume all such risks.

I acknowledge that I have carefully read this Release and fully understand that it is a release of liability, and express assumption of risk and indemnity agreement. I am aware and agree that by executing this Release, I, and all of the Releasers are giving up any rights I or any and all of the Releasers may have to bring a legal action or assert a claim against the Gym for its active or passive negligence, or for any defective product on its premises. I represent that I have the actual authority to, and do hereby enter into this Release on my behalf and as an authorized agent, or parent or legal guardian for all of the Releasers. I have read and voluntarily signed this Release and I further agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made to me. I grant exclusive permission to the Gym to use my name, likeness, and photograph/video for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration.

Signature Print Full Name Date

Email address Phone Number

Minor's Name (if applicable) Date of Birth Relationship to signatory