

Participant full name: _____

Email: _____

Phone: _____ Zip: _____

RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

By signing below, Participant voluntarily releases **Pound Off Fitness LLC** from liability to Participant, Participant's children, Participant's personal or legal representatives, assignees, spouse, heirs, guardians, and next of kin for any loss or damage, of any nature or kind; and forever gives up any claim or demands therefore, on account of injury to Participant's person or property, including, but not limited to, heart attacks, strokes, heat stress, sprains, broken bones, torn muscles and ligaments, and injury leading to death, among other conditions and injuries; and accidental injuries occurring anywhere in, on and about **Pound Off Fitness LLC's** facilities, or using any of **Pound Off Fitness LLC's** facilities, services and/or equipment, whether caused by the active or passive negligence of **Pound Off Fitness LLC** or otherwise, to the fullest extent permitted by law. In the event that the Participant is injured, Participant agrees to assume any financial obligation, either through Participant's personal health insurance, or through some other means, for any medical costs which Participant incurs. **Pound Off Fitness LLC** assumes no responsibility for any medical expenses, injury, or damage suffered by Participant in connection with the use of **Pound Off Fitness LLC's** facilities, equipment or services. The Participant also hereby agrees to indemnify, and hold harmless, **Pound Off Fitness LLC** and its owners, officers, directors, employees, affiliates and advisors, and the facilities (collectively, "**Pound Off Fitness LLC**") for any accident, injury, illness, death, loss, liability, or damage to person or property or other consequences suffered by Participant, or any other person arising or resulting directly or indirectly from Participant due to the presence of Participant in, upon, or about **Pound Off Fitness LLC's** facilities, or from using **Pound Off Fitness LLC's** facilities, services, and/or equipment.

The Participant further expressly agrees that the foregoing Release, Waiver of Liability, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by law; and that if any portion thereof is held invalid, it is agreed that the remainder of the Release, Waiver of Liability, and Indemnity Agreement shall, notwithstanding, continue in full force and effect. The Participant has read this Release, Waiver of Liability, and Indemnity Agreement, and agrees that no oral representations, statements or inducement apart from this Agreement have been made.

PARTICIPANT AGREES THAT THIS IS A RELEASE OF LIABILITY, A WAIVER OF THE PARTICIPANT'S LEGAL RIGHT TO COLLECT DAMAGES IN THE EVENT OF INJURY, DEATH OR PROPERTY DAMAGE, AND A CONTRACT BETWEEN PARTICIPANT AND POUND OFF FITNESS LLC.

Pound Off Fitness LLC makes no warranties or representations, express or implied, other than those set forth herein, and the Participant's sole and exclusive remedy in the event of any breach of this Agreement shall be cancellation of this Agreement.

IN NO EVENT SHALL POUND OFF FITNESS LLC BE LIABLE FOR ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THE UNDERSIGNED PARTICIPANT OR GUARDIAN HAS READ THIS RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND PARTICIPANT OR GUARDIAN UNDERSTANDS THAT SUBSTANTIAL RIGHTS ARE GIVEN UP BY SIGNING IT, AND PARTICIPANT OR GUARDIAN SIGNS IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE; AND PARTICIPANT OR GUARDIAN INTENDS THEIR SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant's name: _____ Date: _____

Participant's signature: _____ (or Guardian, if under the age of 18)

Emergency contact name: _____ Emergency contact number: _____

PHOTOGRAPH AND VIDEO RELEASE AGREEMENT

Participant hereby grants **Pound Off Fitness LLC** permission to use any photographic images or videos containing the Participant in any and all publications for **Pound Off Fitness LLC**, including but not limited to, website and social media sites, without payment or any other consideration in perpetuity.

Participant's name: _____ Date: _____

Participant's signature: _____ (or Guardian, if under the age of 18)