Warrior Gyms

Liability Waiver

In consideration of Warrior Gyms, LLC ("Warrior Gyms") permitting me to use the Warrior Gyms facility and equipment and/or participate in any activity at such facility (the "Activity"), I hereby attest that after reading this Liability Waiver completely and carefully, I acknowledge and agree that participation in the Activity is entirely voluntary and agree as follows:

- 1. Parkour, fitness, physical movement, rock climbing and exercise of any and all kinds (the "Activity") that I will engage in at Warrior Gyms are dangerous and that by participating in the Activity I am exposed to certain significant risks, including serious injury, paralysis and death.
- 2. I KNOWINGLY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, OF MY PARTICIPATION IN THE ACTIVITY EVEN IF ARISING FROM THE NEGLIGENCE OF WARRIOR GYMS OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION
- 3. I acknowledge that Warrior Gyms LLC is not responsible or liable for:
 - Personal property that is lost or damaged;
 - Injuries caused to me or my property by other persons participating in the Activity;
 - Injuries I may cause to other persons or damage to their property; and
 - Any injury, loss, damage, or death caused to myself or my property as a result of any type
 of equipment failure or negligence on behalf of Warrior Gyms and its representatives and
 employees.
- 4. I also further understand and agree that I am engaging in the Activity at my own risk and that:
 - I have read and agree to abide by the Warrior Gyms, LLC Rules and Regulations;
 - The conditions in which the Activity is conducted may vary without warning;
 - There may be no or inadequate facilities for treatment or transport of me if I am injured;
 - I will not use property, equipment, objects, obstacles or structures, man-made and/or natural for activities other than their intended uses communicated to me by the Warrior Gyms representatives and employees and/or posted warnings or as determined by a reasonable person.

Furthermore, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS WARRIOR GYMS, LLC, its owners, officers, officials, agents and/or employees, other participants and, if applicable, owners and lessors of the premises (the "Releasees"), from and against all and any

actions or claims which may be made by me or on my behalf or by other parties for in respect of or arising out of any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or any way whatsoever, to the fullest extent permitted by law. I grant permission to Warrior Gyms, LLC to use my name, likeness, videos and photographs for the purpose of publicity, public relations or other advertising purposes without restriction as to frequency or duration.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

By signing this liability waiver, I acknowledge and understand the risks of participating in the Activity provided by Warrior Gyms, LLC and agree to the foregoing. Participant Name (please print) Participant Signature Email Date Emergency Contact (Name) **Emergency Contact Phone Number** For parents/guardians of participants of minor age (under age 18) This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided and for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in the Activity EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. PARENT/GUARDIAN SIGNATURE