

WESTCO BARBELL, LLC d/b/a STRONGHOLD GYM

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS, INDEMNIFICATION, & BINDING ARBITRATION

WARNING: PLEASE READ THIS DOCUMENT CAREFULLY IN ITS ENTIRETY BEFORE SIGNING.

In consideration of my use of the equipment, facilities, training and services (the “Activities”) provided by WESTCO BARBELL, LLC d/b/a STRONGHOLD GYM (“STRONGHOLD GYM”) and its owners, members, managers, officers, affiliates, operators, employees, volunteers, and/or agents (the “Released Parties”), I, the participant or the participant’s parent(s) or legal guardian(s) if the participant is a minor (the “Participant”), do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **ASSUMPTION OF THE RISK:** The Participant acknowledges and understands that there are significant risks, both seen and unseen, involved in all aspects of physical training and exercise and that using and/or taking part in the Activities provided by the Released Parties can be hazardous and involves the risk of physical injury and/or death that may arise from, but are not limited to: operating and using the gym equipment; aerobic exercise; weight training; gymnastic activities; yoga; sport climbing or outdoor activities; martial arts; other strenuous physical activities; slip and/or falls; equipment failure and/or defects; activating and aggravating pre-existing physical injuries, conditions, or congenital defects; injury due to the Participant’s own acts or omissions, including those that are negligent, in whole or in part; and the negligent acts or omissions, in whole or in part, of the Released Parties and other individuals. *The Participant agrees to assume any and all risks, known and unknown, in participating in the Activities, including those caused by the negligent acts or omissions, in whole or in part, of the Released Parties.*
- 2) **WAIVER/RELEASE/INDEMNITY:** The Participant agrees to waive any and all claims that he/she may have against the Released Parties arising out of the Participant’s participation in the Activities, including receiving instruction and/or training, whether or not caused, in whole or in part, by any negligent act or omission of the Released Parties. The Participant further agrees to release the Released Parties and/or any entity to which the Released Parties owe an indemnification obligation from all liability for any loss, damage, injury, death, costs, attorneys fees, or expenses that the Participant (or his/her next of kin) may suffer, arising out of the Participant’s participation in the Activities, including that arising out of instruction and/or training provided by the Released Parties. *The Participant specifically understands that they are waiving and releasing the Released Parties from all Claims that arise or may arise from any negligent acts or omissions, in whole or in part, by the Released Parties.* The Participant further agrees to indemnify the Released Parties and/or any entity to which the Released Parties owe an indemnification obligation from all injuries, liabilities, claims, actions, damages, costs, attorneys fees, or expenses (“Claims”) whether or not caused by the negligent act or omission, in whole or in part, of the Released Parties that the Participant (or his/her next of kin) may suffer arising out of participation in the Activities, including that arising out of instruction and/or training provided by the Released Parties.
- 3) **COVID-19 AND OTHER PATHOGENS:** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is **extremely contagious** and is believed to spread mainly from person-to-person contact. Federal, state, local governments, and health agencies recommend social distancing and have, in many locations, recommended against the congregation of groups of people. The STRONGHOLD GYM has put into place preventative measures to reduce the spread of COVID-19 and other viral and bacterial infections; however, STRONGHOLD GYM cannot guarantee that the Participant, their family, or other individuals whom the Participant has direct or indirect contact will not become infected with COVID-19 or other viral and bacterial infections. Further, attending STRONGHOLD GYM could increase the Participant’s risk of contracting and spreading COVID-19 and other viral and bacterial infections.

By signing this agreement, the Participant acknowledges the contagious nature of COVID-19 and other viral and bacterial infections and voluntarily assumes the risk that the Participant, the Participant's family, or others whom the Participant has direct or indirect contact may be exposed to or infected by COVID-19 and other viral and bacterial infections by the Participants' attendance at and participation in the Activities at the STRONGHOLD GYM, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The Participant understands that the risk of becoming exposed to or infected by COVID-19 and other viral and bacterial infections at STRONGHOLD GYM may result from the actions, omissions, or negligence, in whole or in part, of the Participant and others, including, but not limited to, the Released Parties and their families. The Participant voluntarily agrees to assume all of the foregoing risks and accept full and sole responsibility for any injury to himself/herself and his/her family member(s), including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that the Participant or his/her family member(s) may experience or incur in connection with the Participant's attendance and participation in Activities at STRONGHOLD GYM. On his/her behalf and on the behalf of his/her family member(s), the Participant hereby releases, covenants not to sue, discharge, and hold harmless the Released Parties from any and all Claims of any kind arising out of or relating to COVID-19 and any viral and bacterial infections, whether a COVID-19 or viral or bacterial infection occurs before, during, or after participation in any Activities. *The Participant specifically understands that the Participant is releasing the Released Parties from all Claims that arise or may arise from COVID-19 or any other viral or bacterial infection, including those caused by the negligent acts or omissions, in whole or in part, of the Released Parties.*

4) SAFETY AND RESPONSIBILITY: The Participant agrees to abide by all safety policies of STRONGHOLD GYM whether written or orally conveyed, and that failure to comply may result in Participant's termination and removal from STRONGHOLD GYM at the Released Parties' sole discretion. The Participant agrees that the Released Parties are in no way responsible for the Participant's medical evaluation or health conditions, qualifications, limitations, and abilities. The Participant acknowledges that the level of participation is always completely up to the individual and his/her medical provider.

5) SURVIVAL: To the extent that any portion of this Agreement is deemed to be invalid, the remaining portions of the Agreement shall remain binding and available for use by the Released Parties and its counsel in any proceeding.

In signing this Liability Waiver, I hereby acknowledge that I have read this entire document, that I understand its terms, that I agree with the terms herein, that I have signed it knowingly and voluntarily, and that I intend it to bind me and, as applicable, the minor Participant, and anyone claiming on behalf of me or the minor Participant.

(If Participant is OVER 18 years of age)

(If Participant is UNDER 18 years of age)

Print Legal Name

Print Minor Child's/Children's Legal Name

Signature

Print Parent/Guardian's Legal Name

Date: _____

Signature of Parent/ Guardian

Date: _____