

## WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

[FACT Fitness] “Business” & [Robert Otis III] “Individual”

Upon signing this Agreement you agree indefinitely that if you attend/participate in any physical coaching, training and/or related session/event, or that of any business nature (“FACT Fitness”), or are present at any sort of location affiliated, you do so at your own risk, with the risk of any injury and/or damage you might sustain, whether you are a participant, a spectator, etc. Your risk includes but is not limited to the use of any sports or other equipment (mechanical or otherwise), and accessing business affiliates. You further agree to assume the risk of your presence/participation in any sporting event, or training of any sort, whether for individual/group. You agree that you are voluntarily participating in the aforementioned activities and assume all risk, known/unknown, associated with the same. You agree on behalf of yourself (and your spouse, all your children, personal representatives, heirs, executors, administrators, agents, and assigns) to indefinitely release and discharge FACT Fitness and Robert Otis III, their owners, employees, agents, representatives, affiliates, successors, and assigns from any and all claims or causes of action (known or unknown) arising out of the negligence of Fact Fitness or Robert Otis III, whether active or passive, or that of any of its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur due to (a) your use of any equipment or facilities which may malfunction or break, (b) FACT Fitness or Robert Otis or affiliated facilities improper maintenance of any exercise equipment/facilities, (c) business or Robert Otis III’s negligent instruction or supervision (in any mode of instruction) (d) you tripping and falling while on business premises, including FACT Fitness or Robert Otis III negligent inspection or maintenance of such premises, and (e) you sustaining personal injuries due to dangerous condition of property on which you are present in relation to any sort of business function, including FACT Fitness or Robert Otis III’s negligent inspection or maintenance of such premises. By executing this Agreement, you hereby agree to indemnify and hold harmless FACT Fitness and Robert Otis III from any loss, liability, damage, or cost Business Team may incur due to your presence on any Business Team premises. You further expressly agree that the foregoing document is intended to be as inclusive as permitted by the law of the state in which this document is currently, and that if any portion of this document

be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release is not intent to evade claims of gross negligence or intentional acts. You acknowledge that FACT Fitness and Robert Otis III provide a service to their members, not in the business of selling, leasing, or otherwise placing into the stream of commerce exercise or sports equipment, or other such products, and the use of any such items is incidental to the service provided by FACT Fitness or Robert Otis III.

Severability and Venue: I further expressly agree that the foregoing document is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in the District Court or the Federal Court residing where the incident occurred.

Acknowledgment of Understanding: I have read this waiver of liability and indemnification agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement at my will, and intend my signature to be a complete and unconditional release of all liability for injury resulting from ordinary negligence to the greatest extent allowed by law in the State of California.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST TEAM FOR THEIR NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON THE PREMISES. YOU HAVE READ SIGNED THE WAIVER AT WILL AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR

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INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAS BEEN MADE. YOU AGREE, FOR YOURSELF AND YOUR SPOUSE, CHILDREN, SUCCESSORS, HEIRS AND ASSIGNS, THAT THE ABOVE REPRESENTATIONS ARE

CONTRACTUALLY BINDING, AND ARE NOT MERE RECITALS, AND THAT SHOULD YOU OR YOUR SUCCESSORS ASSERT ANY CLAIM IN CONTRAVENTION OF THIS AGREEMENT, THE ASSERTING PARTY SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED BY THE OTHER PARTY OR PARTIES IN DEFENDING AGAINST ANY SUCH ACTION.

\_\_\_\_\_ Date

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Printed Name  
of Parent or Guardian if Applicable

\_\_\_\_\_ Signature of  
Member, Parent or Guardian as Applicable