



GRIT Fitness

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT.

DISCLAIMER CLAUSE: GRIT FITNESS its instructors, trainers, members and representatives, are not responsible for any injury, loss, or damage of any kind sustained by any person while registered as a GRIT FITNESS member and/or participating in any and all GRIT FITNESS Activities (classes, special events, or social activities), including injury, loss, or damage.

DESCRIPTION OF RISKS: In consideration of my membership and/or participation in GRIT FITNESS Activities, I acknowledge that I am aware of the possible RISKS, DANGERS, AND HAZARDS associated with participating and/or being a member, including the possible risk of severe or fatal injury to myself or others. In the event of an injury during GRIT FITNESS Activities that prevents me from continuing to train, all monies paid to GRIT FITNESS are non-refundable. Risks include, but are not limited to:

- a) all manner of injuries resulting in muscular injuries and soft tissue injuries including bruises, scrapes, cuts, blisters, etc. from executing strenuous and demanding physical techniques, collisions with the wall, floor, mats or other participants and failure in proper use of the equipment either by myself or other participants.
- b) all manner of injuries resulting in sprains, dislocations, torn ligaments, pulled muscles, concussion, dizziness, nausea, dehydration, paralysis, internal injuries, and broken bones;
- c) all manner of head, facial, eye, nose and/or dental injuries;
- d) that my risk of injury and/or death increases as I become fatigued;
- e) all manner of injuries and/or death that could result from a physical confrontation whether caused by myself or someone else.

MEDICAL/HEALTH INSURANCE: I am solely responsible to select and purchase adequate medical/health insurance. No medical/health insurance will be provided by GRIT FITNESS. In the event of a medical/health problem, GRIT FITNESS accepts no responsibility for any costs associated with a medical/health problem, nor will they pay for any medical/health expenses, which may be incurred by my participation in GRIT FITNESS Activities. I freely accept and assume all responsibility to provide myself with medical/health insurance coverage.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT: In consideration of GRIT FITNESS allowing me participation in GRIT FITNESS Activities, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against GRIT FITNESS and its instructors, trainers, members and representatives as a result of my membership and/or participation in GRIT FITNESS Activities;
2. TO RELEASE GRIT FITNESS from any and all liability from any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my membership and/or participation in GRIT FITNESS Activities due to any cause whatsoever, including Negligence, Breach of Contract, or Breach of any Statutory of other Duty of Care, including any Duty of Care Owed under the Occupiers' Liability Act, on the part of the GRIT FITNESS;
3. TO HOLD HARMLESS AND INDEMNIFY GRIT FITNESS from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in GRIT FITNESS Activities.

ACKNOWLEDGEMENT: I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors and representatives.
