



RELEASE AND WAIVER OF LIABILITY

I understand that this Release And Waiver Of Liability governs all rights and liabilities relating in any way to the receipt by me from 100% Performance and/or its agents of Services, as that term is defined below. I have read, understand, and agree to be bound by the terms below.

Definitions

“**Services**” shall mean any and all manner of goods and services offered by 100% Performance LLC or any other Released Party to you. These services, which may take the form of training, treatment, consulting, and the like, expressly include but are not limited to: evaluations; rehabilitation; reconditioning; performance planning; performance training (including strength & conditioning training, speed & quickness training, plyometric training, and the like); recovery and regeneration training; sports nutrition consultation; supplement and nutrition provision; any consultation related to any item in this list; injury reduction and treatment; technical and tactical instruction; performance enhancement.

“**Training**” shall mean any act, omission, or other activity required of you or carried out by you in relation to the Services.

“**Released Parties**” shall mean Brian Griffiths, 100% Performance LLC d/b/a The Fieldhouse, and all related governmental entities, along with, in relation to the previously-listed respective Released Parties, all of their officers, directors, shareholders, insurers, partners, employees, employers, agents, successors, contractors, assigns, affiliates, parent corporations, affiliated corporations, and subsidiary corporations

Terms and Provisions

The risk of injury from participation in sporting events and other strenuous physical activity, including Training, is significant, including the potential for permanent paralysis, other serious injury, and/or death. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS** of participation in Training, including, without limitation, risk arising from or relating in any way to the condition of the facilities, equipment, fields, and surrounding premises, the actions of persons other than myself, my own actions, and travel to and from the Training. **I UNDERSTAND THAT THE RELEASED PARTIES MAKE NO WARRANTIES** and shall in no event be responsible or liable for the defective or dangerous condition of the facilities, equipment, fields, and surrounding premises, except to the extent such condition(s) result(s) solely from the gross negligence or intentional acts of a Released Party.

I AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE for any claims, demands, injuries, damages, actions, or causes of action that arise in whole or in part due to the simple negligence of the Released Parties, or any of them. **FURTHERMORE, I FOREVER RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS,** the relate in any way to my participation in the Training, other than such claims, demands, etc. that arise solely from the gross defects that would prevent me from participating safely in the Training, that I have taken every reasonable act necessary to make this warranty and certification in relation to such participation, and that I am otherwise sufficiently fit and healthy to so participate.

I WARRANT AND UNDERSTAND that it is my sole and personal responsibility to obtain insurance to compensate for any and all injuries which might arise from my participation in the Training, and furthermore agree to look solely to such insurance to cover losses resulting from any injuries, regardless of fault, and waive all rights of subrogation on behalf of any and all Released Parties which may now or ever exist as a result of such insurance.

IN ANY EVENT, THE LIABILITY OF A RELEASED PARTY TO ME FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY ME TO 100% PERFORMANCE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING MY ASSERTION OF SUCH CLAIM, THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION TO EQUITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

If any paragraph, subparagraph, sentence or clause of this Agreement shall be adjudged illegal, invalid, or unenforceable, the balance of the Agreement shall remain in full force and effect. This Agreement shall be construed and interpreted under Indiana law. Any lawsuit or claim arising from or relating in any way to Training, Services, and/or this Agreement shall be brought, if at all, in Hamilton County, Indiana.

I have read this Agreement, fully understand the terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily. I acknowledge that I have received valuable consideration in relation to my execution of this Agreement, which I understand to be a prerequisite to my receipt of Services. Finally, I understand that this Agreement shall be of full force and effect as to any and all Services I receive from the Released Parties, without regard to the date or timing of such service.

Print Name

Signature

Date