

Participant's Name: _____

Address: _____ City: _____ State/Zip: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Emergency Contact: _____ Emergency Phone: _____

ASSUMPTION OF RISK AND RELEASE

I agree to participate in one or more physical fitness program(s)/class(es) offered or sponsored by CitySTRONG, LLC., which may include, fitness training of any kind, including with exercise equipment of various types, (the "Activity") by any affiliate, subsidiary or partnership of CitySTRONG, LLC and/or Shawn Booth and/or Erin Oprea (hereinafter collectively referred to as "CitySTRONG"). CitySTRONG has made me fully aware that the Activity is of a nature, style, and format that is extremely strenuous and may push me beyond the limits of my physical abilities. I recognize and understand that the Activity is not without varying degrees of risk, which may include, but are not limited to the following:

Injury to the musculoskeletal and cardio respiratory systems which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or other people around me, injury or death due to improper use or failure of equipment, or injury or death due to a medical condition, whether known or unknown by me. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s).

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in the Activity and accept full responsibility for any injury or death that may result from participation in the Activity. I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in the Activity. I hereby acknowledge that I have been informed of the need for a physician's approval for my participation in the Activity. I also acknowledge that it has been recommended that I have yearly or more frequent physical examinations and consultations with my physician as to physical activity, exercise, and use of exercise equipment. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in the Activity without the approval of my physician and do hereby assume all responsibility for my participation in the Activity. CitySTRONG informed me that there exists the possibility of adverse physical changes during an exercise program, and I fully understand the same. CitySTRONG has informed me that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death, and I fully understand the same.

In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the Activity made available by CitySTRONG, and with my full understanding of all of the above, I hereby waive, release, remise and discharge CitySTRONG and its agents, officers, principals and employees and volunteers, of any and all liability, claims, demands, actions or rights of action, or damages of any kind related to, arising from, or in any way connected with, my participation in the Activity, including those allegedly attributed to the negligent acts or omissions of both my exercise partners and CitySTRONG.

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

If I need medical treatment, CitySTRONG is authorized to obtain medical treatment for me. I will be financially responsible for any costs of such treatment. I agree that I will not hold the CitySTRONG responsible for any claims resulting from any medical treatment.

Indemnification: Should CitySTRONG, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless CitySTRONG, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by CitySTRONG.

Appearance Release: CitySTRONG and its authorized representatives has the right to record and reproduce in any manner my name, voice, and likeness (whether obtained prior to or after the date of this Agreement). All images and sound captured on tape or otherwise shall be referred to in this Agreement as the "Recordings". CitySTRONG shall (i) own all rights in the Recordings, (ii) have the right to use the Recordings, in whole or in part, in any manner or media (whether now existing or created in the future), in perpetuity, throughout the universe, including but not limited to in connection with advertising, promotion and publicity by or on behalf of CitySTRONG. I waive (i) the right to inspect or approve of any use of the Recordings, (ii) any rights to injunctive relief I may have in connection with this Agreement, (iii) the right to revoke this Agreement, and (iv) any moral rights I have in the Recordings. I release and agree to hold harmless and indemnify CitySTRONG, its licensees and assigns from all claims, demands, causes of action, damages, liabilities of any kind, and reasonable attorney's fees which may arise out of or in connection with the use of the Recordings. No compensation will be due to me in connection with the exploitation of the recordings.

I have fully read and fully understand the foregoing assumption of risk and release of liability. I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights. This Agreement represents the entire understanding in effect between the parties. Regardless of where signed, this Agreement will be governed by the laws of Tennessee and any disputes will be decided by the federal and state courts located in the Nashville, Tennessee.

Participant's Signature

Date

If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant. I have read this two-page document, and I am signing it freely. I understand the legal consequences of signing this document, including (a) release of CitySTRONG from all liability on my and the Participant's behalf, (b) waiver of my and the Participants' right to sue, (c) and assumption of all risks of the Participant's participation in this Activity. I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this agreement. I agree to be bound by the terms of this agreement.

Signature of Minor Participant's Parent/Guardian Date