

## Liability Waiver and Assumption of Risk

In consideration of being allowed to participate in the fitness activities provide by ReNA South, LLC, I voluntarily sign this Liability Waiver and Assumption of Risk (the "Agreement") in favor of ReNA South, LLC, its members, instructors, landlords, agents, representatives, and employees (collectively "ReNA South LLC").

**Assumption of Risk.** I certify that I am 18-years-old or older, that I am in good health, and that I am physically able to participate in the fitness activities. I understand that high intensity interval training is an extreme test of my mental and physical limits and involves potential for minor personal injury, serious personal injury, disability, and death. I understand that there are risks and dangers involved in participating in fitness activities, including, but not limited to scrapes, bruises, sprains, concussions, muscle strains, broken bones, dizziness, heart attack, heart failure, paralysis, death, and injury or death due to the negligence on my own part or the negligence of others, and injury or death due to improper use or failure of equipment. I understand that any of the above mentioned risks might result in serious injury or death to me and others. I assume full responsibility for the risks and dangers to which I am exposing myself and I accept full responsibility for any injury or death that may result from my participation in these fitness activities.

**Liability Waiver.** I hereby release ReNA South, LLC from all claims, demands, liabilities, losses, expenses, and attorneys' fees (including claims based on negligence) arising out of related to any property damage, personal injury, theft, illness, or death which I may suffer or for which I may be liable to others relating to fitness activities offered by ReNA South, LLC, its equipment, or its facilities. THIS LIABILITY WAIVER AND ASSUMPTION OF RISK SHALL APPLY TO ANY CLAIM, EVEN IF CAUSED BY RENA SOUTH, LLC'S NEGLIGENCE. The only claims not released are those based upon ReNA South, LLC's gross negligence, recklessness, or intentional misconduct.

**Binding Effect.** I intend for this Agreement to bind my family members, my heirs, and my personal representative(s).

**Indemnification.** I agree to defend, indemnify, and hold ReNA South, LLC harmless from any liability, injury, or death to any person, or from any property damage I may cause relating to or arising from my actions.

**Severability.** If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, all other provisions will remain in full force and effect.

I have read this Agreement and I understand its terms. I agree that this Agreement will remain in full force and effect and I will be bound by its terms so long as I participate in any fitness activity offered by ReNA South, LLC. I am signing this Agreement of my own free act and deed and intend to be bound by it.

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Signature of Participant

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Printed Name of Participant

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Date

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Contact Phone Number