

# **RELEASE OF LIABILITY, ASSUMPTION OF RISK AND PUBLICITY WAIVER**

The individual named below (referred to as "**I**" or "**me**") desires to participate in [*Strength School*] (the "**Activity**") provided by Code 8 Training, LLC, a Louisiana limited liability company (the "**Company**") at a gym of the undersigned individuals choice. In consideration of being permitted by the Company to engage in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this agreement (this "**Release**").

1. I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or property damage. I am also aware of the contagious nature of the 2019 novel coronavirus disease (COVID-19) and the risk that I may be exposed to or contract COVID-19 by engaging in the Activity, which may result in serious illness, personal injury, disability, death, and/or property damage. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Company employees or others, including negligent emergency response or rescue operations of the Company. I understand that the Company cannot guarantee that I will not be injured or become infected with COVID-19 due to my participation in the Activity and that engaging in the Activity may increase my risk of contracting COVID-19. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, "**Releasees**"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

3. I confirm that I am in good health, in proper physical condition, and do not have any medical or other conditions that would impair my ability to participate in the Activity. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity while participating in the Activity. I will also follow all instructions, recommendations, and cautions of the Company at all times during the Activity. If at any time I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in the Activity, I will immediately discontinue further participation in the Activity.

4. I shall defend, indemnify, and hold harmless the Company against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest,

awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by the Company arising out or resulting from any claim of a third party related to my participation in the Activity.

5. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

6. I hereby irrevocably permit, authorize, grant, and license the Company and its affiliates, successors, and assigns, the rights to display, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, license, otherwise use, and permit others to use my name, image, likeness, professional and personal biographical information and all materials created by or on behalf of Company that incorporate any of the foregoing in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created, on any platform and for purposes of advertising, public relations, publicity, and promotion of the Company and its business, without further consent from or royalty, payment, or other compensation to me.

7. This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Louisiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Louisiana or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in the State of Louisiana or such other state as the Company may be headquartered in, and I hereby consent to the exclusive jurisdiction of such courts.

[SIGNATURE PAGE FOLLOWS]

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.**

If under 18, Parent/Guardian Signature  
Required

Signed:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**Parent/Guardian**

Signed:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_