

PARTICIPANT CONFIRMATION NUMBER: _____

BRUTAL FITNESS CHALLENGE EVENTS

WAIVER, RELEASE OF LIABILITY, COVENANT NOT TO SUE, & IMAGE RELEASE

In consideration of my (“I”, “my” or “myself”) participation as a participant in a Brutal Fitness Challenge Event, Brutal Fitness Challenge or other IGet Trained Athletics, Inc.-owned, operated, licensed or sponsored event(s) (any of the foregoing and any subsidiary events/activities/operations related thereto, a “Event”), as well as participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else claiming by or through me, but not limited to any representative(s) of my estate to the terms hereof (myself and all of the foregoing being hereinafter referred to collectively as the “RELEASORS”).

THIS EXCULPATORY AND ASSUMPTION OF RISK AGREEMENT, RELEASE OF LIABILITY AND COVENANT NOT TO SUE IS A LEGAL DOCUMENT. It is (hereinafter referred to as the “Agreement”) and is entered into in connection with my participation in the Event. I, on behalf of myself and the Releasors, acknowledge, accept and agree to the following:

I enter into this Agreement, on behalf of myself and the Releasors, expressly for the benefit of The BRUTAL FITNESS CHALLENGE EVENTS, BRUTAL FITNESS CHALLENGE, IGET TRAINED ATHLETICS, INC., all parent subsidiary, or affiliate companies, and their directors, officers, past and present employees, agents, contractors, insurers, spectators, equipment suppliers, event sponsors, and volunteers; all BRUTAL FITNESS CHALLENGE EVENTS, BRUTAL FITNESS CHALLENGE, IGET TRAINED ATHLETICS, INC., event sponsors, organizers, promoters, directors, officials, property owners, vendors, and advertisers; all city, county, and state governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, referees or event personnel, lifters, spotters, loaders, coaches, lawyers, affiliates, and representatives of any of the foregoing (collectively hereinafter referred to as the “RELEASED PARTIES”).

- (1) The risk from the activities involved in connection with my participation in any Event, as a Participant, is significant and you agree that you are voluntarily participating in these activities along with the use of these facilities and premises and assume all risks of injury including but not limited to: illnesses, damages, losses, and theft of any personal property, permanent disabilities, spinal injuries, and paralysis, stroke, heart attack, and even death. You expressly agree to release and discharge the Released Parties, from any and all claims or causes of action. All such injuries may occur as a result of; (i) your use of the parking areas, sidewalk areas, restrooms, any equipment, classes, programs, instructions, or your participation in any of the Event activities; (ii) water related accidents (e.g., drowning, near-drowning, impact with course personnel, or other participants); (iii) body-related hazards (e.g., hot, and cold injuries, overuse syndrome, sprains, strains, fractures, dislocations, animal bites and/or stings, and contact with poisonous plants); (ix) injuries involving vehicles (e.g., contact or impact with electric or gas powered vehicles and machinery); (v) accidents involving, but not limited to climbing, traversing, travel by truck, car, or other conveniences; (vi) unknown health issues or accidents (e.g., death, permanent disabilities, spinal injuries and paralysis, stroke, and heart attack; (vii) contact or impact with persons or objects (e.g., course personnel, participants, volunteers, spectators, natural and/or man-made obstacles or fixed objects); (viii) encounter with obstacles (e.g., dirt and/or paved road, surface hazards, natural or non-natural water, close proximity, and/or contact with cutting wire, and cylinders); (ix) equipment related hazards (e.g., faulty course conditions, broken, faulty, or inadequate opposition equipment, unexpected equipment malfunction); (x) weather-related hazards (e.g., ice, rain, fog, hail, severe heat, severe cold, and humidity); (xi) inadequate first aid and/or emergency measures; (xii) disease or illness, including COVID-19 or any other disease resulting from the SARS-CoV-2 virus, due to exposure to other Participants or Releasors; and (xiii) judgment and/or conduct-related problems (e.g., erratic or inappropriate behavior by the participant, volunteer, or spectator inconsistent or inappropriate co-participant behavior, or errors in judgment by personnel working the event. While particular rules, equipment and/or personal discipline may reduce this risk, the risk of serious injury and/or death does exist.
- (2) AFTER OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE EVENT, ON BEHALF OF MYSELF AND MY RELEASORS, I (undersigned) KNOWINGLY, VOLUNTARILY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OR ACT OR OMISSIONS OF THE RELEASED PARTIES, as hereinafter defined, or others, and assume full responsibility and all risks for myself and/or Releasors participation in the Event.
- (3) I knowingly and voluntarily agree to comply with any stated customary terms and conditions (which have been made available to me) for Participant’s participation in the Event. If, however, I observe an unusual and/or significant hazard during my presence at the Event, I will remove myself or my Releasors from participation and bring such hazard to the attention of the nearest Event official.
- (4) To the fullest extent permissible by applicable law, I, agree never to pursue any claim or institute any lawsuit or action at law or otherwise against any of the RELEASED PARTIES, nor initiate or assist in the prosecution of any claim or cause of action for damages or injury, that I or the Releasors may have either now or at any time in the future, by reason of any loss or injury (including death) to my person or property relating to or arising out of the activities contemplated by or in this Agreement and my participation in the Event, forever **WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE RELEASED PARTIES WITH RESPECT TO ANY SUITS, CLAIMS, OR LOSS AND ALL INJURY, DISABILITY, DEATH, AND/OR LOSS OR**

DAMAGE TO PERSON OR PROPERTY, IN CONNECTION WITH MY OR MY RELEASORS PARTICIPATION IN THE EVENT, WHETHER ARISING FROM THE NEGLIGENCE OR WILLFUL CONDUCT OF THE RELEASED PARTIES OR OTHERWISE. I further agree to indemnify, defend and hold harmless RELEASED PARTIES from any loss liability, cost, claim and/or damages arising from Participant's participation in or association with the Event, including, but not limited to, reasonable attorney's fees.

- (5) I understand and agree that if I, or any of the Releasors, initiates any suit or action at law against any of the RELEASED PARTIES for any loss or injury, no matter how minor or severe, to my person or property, that this Agreement will be used in court. **I ALSO UNDERSTAND THAT AGREEMENTS SUCH AS THIS HAVE BEEN UPHELD IN COURT BEFORE IN CONNECTION WITH INJURIES, LOSS AND DEATH ARISING OUT OF PARTICIPATION IN ACTIVITIES SIMILAR TO THE EVENT.**
- (6) I, on behalf of myself, and/or my Releasors, attest and verify that unless indicated below, I am over 18 years of age and am legally signing on behalf of myself or, if applicable, Releasors. I, on behalf of myself, and/or my Releasors, consent to administration of I represent that I do not have any medical or physical condition that could interfere with my safety or health while in participating in any Event, and that I have adequate medical and property insurance to cover any treatment required if I suffer any injury, and to adequately compensate me for any and all other loss or damage I may suffer as a result of and/or cause while participating in the Event; any insurance that I am provided through the Brutal Fitness Challenge will be in addition and secondary to my primary medical, liability and property insurance coverage. I will be solely responsible for all the costs of such injury, loss or damage in the event such insurance proves to be inadequate. I represent that I do not have any medical or physical condition that could interfere with my safety or health while participating in the Event including but not limited to any pre-existing medical condition; bone condition; circulatory problem; heart and/or lung condition; back or neck condition; high blood pressure; a history of spinal, musculoskeletal, or head injury; or recent surgery; and if female, I represent that I am not pregnant. I further represent that I have not been advised or cautioned by any medical professional to not participate in the Event. I further represent that I am not under the influence of alcohol or any drugs, whether or not such drugs have been prescribed by a physician and will not be under such influence at any time during my participation in the Event. I agree to monitor my own physical condition during each Event and to immediately stop further participation in the event my continued participation would cause a danger to myself or others. In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize the Brutal Fitness Challenge to secure on my behalf emergency medical care or transportation (such as EMS) when deemed necessary by the Brutal Fitness Challenge (but agree that the Brutal Fitness Challenge shall not have any duty to me to call or secure any emergency medical care and shall not be liable for any alleged failure to call or secure such emergency medical care), and that the Brutal Fitness Challenge personnel and any emergency medical personnel that may be present or called to make emergency medical decisions on my behalf (including, but not limited to CPR and AED). I agree to assume all costs of emergency medical care and transportation, and to indemnify the Brutal Fitness Challenge from all loss, costs, damages, liability, claims and/or causes of action arising from calling or securing for my benefit such emergency care.

I represent and warrant that prior to my participation in the Event, and that as of the time of my participation, I am not infected with any communicable disease and/or virus including, but not limited to, any influenza, coronavirus and/or other disease and/or virus; and that if I participate in the Event and at any time determine, learn and/or am advised that I was at the time of my participation infected or had the ability to communicate any disease and/or virus, will immediately notify the Brutal Fitness Challenge of such determination, knowledge and/or advice, and the Brutal Fitness Challenge may (but shall not be required) to disseminate such information in such manner as it deems appropriate in its sole discretion. I voluntarily, knowingly, and intentionally waive any and all claims arising from and/or relating to the consequences of any infection that I may have at the time of my participation in the Event and/or any infection that I may acquire and/or suffer as a result and/or cause of my participation in the Event; and will indemnify and hold the Brutal Fitness Challenge Released Parties, and all of them, harmless from any and all loss, costs, liability(ies), damage(s), claims and causes of action arising from and/or relating to any infection and/or disease that I may have, transmit and/or acquire as a result of my participation in the Event, regardless of cause and/or source including but not limited to transmission and/or communication of by another participant, Spectator and/or the Brutal Fitness Challenge Released Parties. I acknowledge and agree that the Brutal Fitness Challenge has no duty or obligation to test other participants or Spectators for any communicable diseases and/or virus(es), and/or other physical or mental impairments, or to advise me if the Brutal Fitness Challenge becomes aware that any other participant was at the time of the Event in which I participated infected with and/or suffered from any communicable disease and/or virus.

- (7) The Released Parties reserve the right, in their sole determination, to postpone, cancel, or modify the Event due to weather conditions or other factors beyond the control of the Released Parties that might affect the health and/or safety of Participants. The Brutal Fitness Challenge will not be obligated to refund any Participant any registration fees due to a cancelled Event.
- (8) I, on behalf of myself, and, if applicable, my Releasors, irrevocably grant unlimited permission to the Released Parties to use, reproduce, sell, disseminate and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of Participant or my or Releasors' participation in the Event or related activity for any legitimate purpose in perpetuity and I understand that Participant will not be entitled to any compensation in connection therewith. I further hereby irrevocably and absolutely grant permission to the Released Parties to film, videotape and record the performance of the Participant

in the Event and subsequently to telecast, sell, distribute, and otherwise utilize the same in whatever manner the Released Parties shall deem appropriate. Such permission shall include granting the unlimited and irrevocable rights to the Released Parties, without compensation of any kind to Participant, to use, reproduce or broadcast, Participant's name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event. I acknowledge that Releasors Released Parties shall have unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about Participant and all or any portion of the Event in which Participant may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereafter devised in perpetuity and without compensation to Participant.

(9) In consideration including, but not limited to, the opportunity to compete and/or participate in the Event, I for myself and for the Releasors, **HEREBY EXPRESSLY RELEASE, DISCHARGE, HOLD HARMLESS FROM, AND WAIVE ANY AND ALL CLAIMS (INLCUDING BUT NOT LIMITED TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH), WHETHER FORESEABLE OR NOT, ARISING FROM NEGLIGENCE, CARELESSNESS, STRICT LIABILITY OR OTHERWISE** which I or the Releasors may presently or at any time in the future possess against anyone associated with the Event, including, but not limited to, the RELEASED PARTIES and any other persons or entities with which the RELEASED PARTIES have any connection, that are involved my participation in the Event, or which may presently or in the future arise out of, or in any manner occur in connection with my participation in the Event.

(10) If any of the provisions of this Waiver, Release of Liability, Covenant Not To Sue & Image Release ("Waiver") shall be deemed by a court of competent jurisdiction invalid or unenforceable in any respect, then, to the fullest extent permitted by applicable law, all other provisions hereof shall remain in full force and effect.

I HAVE READ AND FULLY UNDERSTAND THIS WAIVER. I UNDERSTAND THAT I HAVE GIVEN UP, ON BEHALF OF MYSELF AND MY WARD, SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

Print Participant Name: _____ **Date:** ____/____/____

Participant Signature: _____ **Phone:** (____) _____ - _____

MINOR(S): ANY PARTICIPANT(S) UNDER 18 YEARS OF AGE CAN BE ENTERED BELOW. A SIGNATURE OF A PARENT OR LEGAL GUARDIAN IS REQUIRED BELOW THE PARTICIPANT(S) INFORMATION.

Print Parent/Guardian Name: _____ **Date:** ____/____/____

Print Child Name: _____

Print Child Name: _____

Print Child Name: _____

Parent/Guardian Signature: _____