**ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT**

*This is an important legal document. Read carefully before signing.*

1. **Activities and Assumption of Inherent Risks**. I have voluntarily chosen to participate in an activity, class or other program (hereinafter referred to as “the Activity”) with Michael Krick, and its owners, officers, employees, managers, directors, agents and representatives, including without limitation Michael Krick, and/or at a facility owned, leased or otherwise operated by any of them (“KRICK”). The Activity may include, without limitation, resistance/strength training, aerobic/cardiovascular exercise, yoga, stretching and various bodywork modalities. I understand that the Activity is inherently hazardous, and that risks of participating in the Activity include without limitation falls, fractures, concussions, overexertion, overheating, participant collisions, equipment failures, participant negligence, errors in judgment of KRICK or its employees or contractors, injuries from my lack of fitness or conditioning, normal/abnormal changes in blood pressure, fainting, and even the remote risk of heart attack, stroke, other serious disability, or death. I understand the inherent risks of the Activity are serious and that participating in the Activity is dangerous regardless of the care taken by KRICK and its employees or contractors. I also understand that any equipment I use during the Activity I use at my own risk and that any such equipment is provided without any warranty regarding its condition or suitability. I acknowledge that KRICK has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.
2. **Rules and Safety Equipment**. I agree: (i) to abide by the rules established by KRICK, (ii) to inform KRICK immediately if I become aware of any conduct or equipment conditions that present a danger to me or others; (iii) to wear/use any required equipment at all times while participating in the Activity; and (iv) that KRICK may terminate my participation for any reason, including without limitation if it determines I am incapable of safely meeting the rigors of the Activity.
3. **Waiver and Release of Liability**. In consideration for the permission to participate in the Activity, today and on all future dates, I, on behalf of myself, my spouse, my heirs, personal representatives, or assigns, do hereby release, waive and discharge KRICK from any and all claims, injuries, losses, causes of action, costs or other damages resulting from my participation in the Activity, including without limitation the inherent risks of the Activity described above or the negligence of KRICK and other participants. I further covenant not to sue KRICK for any present or future claim arising directly or indirectly from my participation in the Activity. This agreement applies to (i) personal injury (including death) from incidents or illnesses arising from participating in the Activity (including without limitation the condition of all premises, fitness facilities and associated streets, sidewalks, and parking lots; any instruction by KRICK staff during personal training, classes, and/or events; use of and malfunction of equipment; and/or supervision or dietary recommendations); and (ii) any and all claims resulting from the damage to, loss of, or theft of property. The release contained herein includes, and I hereby expressly waive, any and all rights which I may have under any statutes, including without limitation Section 1542 of the California Civil Code, pertaining to this Agreement, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

1. **Indemnification.** I agree to indemnify, defend, and hold KRICK harmless (including without limitation attorneys’ fees and costs) from (i) any and all claims by me, my spouse, my family members, or others arising from my injury or loss due to my participation in the Activity, (ii) any and all claims of co-participants, rescuers, and others arising from my conduct during my participation in the Activity, and/or (iii) my negligence or willful misconduct.
2. **Scope of the Activity.** I acknowledge, understand, and agree that participating in the Activity, and the information and materials provided in connection therewith, is not a substitute for the advice of my doctor or other medical adviser. The scope of KRICK’s services does not include treatment or diagnosis of specific illnesses or disorders, or recommendations regarding the appropriateness of medications. If I suspect I may have an ailment or illness that may require medical attention, KRICK recommends that I consult with a licensed physician without delay. I will not rely on any KRICK materials as a substitute for such a consultation. I further understand, acknowledge and agree that KRICK does not promise or guarantee that I will experience any benefits by participating in the Activity or any other results.
3. **Use of Likeness**. I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I consent to the use of my name and likeness by KRICK, and grant to KRICK and its assigns a royalty-free, irrevocable license to use and publish (including by electronic means) such likeness of me, whether in whole or part, in any form (including without limitation photographs, audio and/or video recordings, testimonials, or other records of sessions made with my knowledge), without restrictions, for any purpose.
4. **Health Status; Emergency Care**. I represent and warrant that I: (i) do not have any medical conditions or problems that would limit or otherwise affect my participation in the Activity; and (ii) possess sufficient fitness and skill to enable safe participation in the Activity. I authorize: (a) KRICK to administer emergency first aid, CPR and AED if deemed necessary by KRICK; (b) KRICK to secure emergency medical care of transportation if deemed necessary by KRICK; and (c) KRICK to share my medical history with medical personnel when KRICK deems necessary. I hereby assume all costs of emergency care and transportation. I have been advised that an examination by a physician or medical practitioner of my choosing should be obtained prior to participating in the Activity.
5. **Confidentiality**. I understand and agree that all materials presented or made available to me during the Activity (“Materials”) are the confidential and proprietary property of KRICK, and that I have only a limited right to utilize these Materials for my own personal use and purposes in connection with the Activity. Under no circumstances will I disclose these Materials to any other party or utilize them in any other manner, such as teaching another party what I have learned, or to base other materials upon the Materials, without the prior written approval of KRICK. I understand and agree that any such use would be infringement of KRICK’s intellectual property rights, for which there are civil and criminal penalties.
6. **COVID**. I acknowledge and agree that KRICK has no control over and shall not be liable for any claim, loss, damages, or otherwise, arising out of or resulting from infectious disease, epidemic, pandemic or governmental actions and orders arising out of or resulting therefrom (including, without limitation, with respect to the COVID-19 pandemic). I acknowledge and agree that KRICK is not representing or warranting that the Activity or any location thereof will be free from such infectious disease, that infected individuals will not be present, or that any prevention or mitigation measures will be effective. Except as required by law, KRICK shall not be required to provide any specific services, equipment, systems, procedures or other prevention or mitigation measures in response to such event, shall not be required to provide notice of any infections, and shall have no liability for failure to provide the same or for the ineffectiveness or inadequacy of any measures or notice that are provided. I acknowledge that I have not received and am not relying on any representation or warranty by or on behalf of KRICK regarding these matters, or the effectiveness of any measures now or hereafter provided. I acknowledge and agree that I have and will make my own independent determinations with respect to such matters and the risks resulting therefrom, shall not rely on KRICK, and that the risk associated with any such events, including that any mitigation measures may not be effective, may malfunction or may be circumvented, is assumed by me.
7. **Miscellaneous**. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect. If legal action is brought, the appropriate trial court for the County of Sacramento, California has the sole and exclusive jurisdiction and the substantive laws of the State of California will apply. I affirm that this Agreement supersedes any and all previous oral or written promises or agreements, is the entire and exclusive agreement between KRICK and me, and cannot be modified or changed in any way except by a written document duly executed by all parties.

**ACKNOWLEDGEMENT**: By signing below, I, the undersigned (referred to herein as “I”, “me”, or “my”) acknowledge, agree and certify that (a) I am over the age of 18 years (or that I am the parent or guardian of the participant, who is under 18 years old) and in good health and physically and mentally capable of participating in the Activity, (b) I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement (“Agreement”) and fully understand its terms, and (c) I am participating in the Activity and signing this Agreement freely and voluntarily and intend by my signature to be bound by its terms.

| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Parent/Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Parent/Guardian Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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