

DRIVEN WAIVER 8.14.2023

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

A DRIVEN LIFE, LLC, DBA DRIVEN STRENGTH AND CONDITIONING Waiver

Express Assumption of Risk:

I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. These risks include, but are not limited to: falls 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. I am aware that any of these above-mentioned risks may result in serious injury or death to myself and or my partner(s).

24/7 Program Access Assumption of Risk:

A DRIVEN LIFE, LLC, DBA DRIVEN STRENGTH AND CONDITIONING ("DRIVEN") STRONGLY RECOMMENDS THAT YOU CLEAR YOUR PARTICIPATION IN ANY EXERCISE PROGRAM WITH YOUR PHYSICIAN. USE OF THE DRIVEN FACILITIES UNDER THE 24/7 ACCESS PROGRAM IS UNMONITORED, AND YOUR USE OF THE DRIVEN EQUIPMENT AND FACILITIES IS AT YOUR OWN RISK – DRIVEN WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURY OR DAMAGES INCURRED BY YOU ARISING OR CONNECTED IN ANY WAY WITH YOUR USE OF THE DRIVEN EQUIPMENT AND FACILITIES. MEMBERSHIP IS AT DRIVEN'S SOLE DISCRETION AND ANY VIOLATION OF THE RULES AND REGULATIONS CAN RESULT IN CANCELLATION OF MEMBERSHIP.

IN CONSIDERATION OF DRIVEN MAKING ITS EQUIPMENT AND FACILITIES AVAILABLE FOR MY USE, I ACKNOWLEDGE AND AGREE AS FOLLOWS:

-I am fully aware that my access to the DRIVEN equipment and facilities will be unattended and I am solely responsible for my own safety and well-being while participating in physical training activities at the DRIVEN facilities or utilizing the DRIVEN equipment.

-I recognize and understand that physical training is not without varying degrees of risk, which may include, but are not limited to the following: Injury to the musculoskeletal and/or 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 willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in physical training and accept full responsibility for any injury or death that may result from my participation.

-I hereby certify that I know of no medical problems that would increase my risk of illness and injury arising from use of the DRIVEN equipment or facilities. I understand there exists the possibility of adverse physical changes during physical training. I fully understand that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death. I understand that certain prescribed medications may exacerbate these physiological changes and create an even greater risk of physical damage or death. With my full understanding of the above information, I agree to assume any and all risks arising from or in any way associated with my voluntary participation in DRIVEN physical activities or the use of the DRIVEN equipment or facilities under the 24/7 Program Access.

Release:

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 activities available at DRIVEN and/or self-administered activities using the DRIVEN equipment or facilities, and with my full understanding of all of the above, I hereby waive, release, remise and discharge A DRIVEN LIFE, LLC, DBA DRIVEN STRENGTH AND CONDITIONING and its successors, members, managers, agents, officers, and employees of any and all liability, claims, demands, action or rights of actions, or damages of any kind related to, arising from, or in any way connected with, my participation in physical training or my use of the DRIVEN equipment or facilities.

I understand that DRIVEN and its members commonly will record sessions and take pictures through the use of recording devices and cameras. I hereby give my consent for DRIVEN to use photographs and video recordings of me and my likeness to be used in its publications, including its website and social media. I release them from any expectation of confidentiality or payment for my photographs or videos.

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

Indemnification:

I recognize there is risk involved in the types of activities commonly performed at DRIVEN and/or otherwise arising from use of the DRIVEN equipment or facilities. Therefore, I accept all liability and responsibility, financial or otherwise, for any injury that I may cause to myself, any guest of mine utilizing the DRIVEN equipment or facilities, or to any other person utilizing the DRIVEN equipment or facilities due to my negligence or intentional acts. Should DRIVEN or any of its successors,

members, managers, agents, officers, or employees, or anyone acting on behalf of any of these individuals, be required to incur attorney's fees, legal fees, expenses, costs or loss (collectively "Losses") due to any injury that I may cause to myself or to any other person utilizing the DRIVEN equipment or facilities due to my negligence or intentional acts, I agree to fully reimburse DRIVEN and/or such persons for such Losses. I further agree to indemnify, hold harmless, and, if necessary, defend A DRIVEN LIFE, LLC, DBA DRIVEN STRENGTH AND CONDITIONING and its successors, members, managers, agents, officers, or employees, from and against all liability for the injury or death of any person(s), including myself, and any damages or Losses whatsoever arising from my use of the DRIVEN equipment or facilities.

I have fully read and fully understand the foregoing assumption of risk, release of liability and indemnification provisions, and I understand that by signing below I am obligated to indemnify DRIVEN and its successors, members, managers, agents, officers, or employees as provided herein. I understand that by electronically signing this form I may be waiving legal rights that would otherwise be available to me.

A DRIVEN LIFE, LLC, DBA DRIVEN STRENGTH AND CONDITIONING, Effective 8/14/2023

☐ I agree to these terms.

Sign your name below:

Please read the [Electronic Records and Signature Disclosure](#)

☐ I agree to use electronic records and signatures