

REIGNITED FITNESS WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

RELEASE AND WAIVER OF LIABILITY AGREEMENT

WHEREAS, ILM Fitness, LLC d/b/a CrossFit Reignited ("CrossFit Reignited") operates a gym at 6416 Amsterdam Way, Wilmington, NC 28405 (the "Premises"), and is willing to permit the individuals signing this Agreement to use the Premises for the purpose of physical exercise and training, including the use of equipment and participation in dietary programs (collectively, "Training"), upon the terms and conditions of this Agreement.

IN CONSIDERATION for being provided with access to and use of the Premises and participating in Training, I hereby stipulate and agree:

1. Use of Premises. I agree to use the Premises and equipment solely for the purposes permitted herein and accept full responsibility for their proper use and care, restoring them to their original condition after use. I affirm that I am in good health and proper physical condition to participate in Training, and I will comply with all instructions from CrossFit Reignited staff. I will immediately cease Training if I determine I am no longer in a suitable physical condition to participate.

2. Release from Liability. I hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever discharge and release CrossFit Reignited and its affiliates, and their respective partners, members, agents, operators, managers, employees, coaches, trainers, and representatives ("Released Parties") from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to Training or my entry upon and use of the Premises, whether caused by the negligence of the CrossFit Reignited or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while on or using the Premises.

3. Assumption of Risk. I UNDERSTAND AND ACKNOWLEDGE THAT TRAINING IS AN INHERENTLY DANGEROUS ACTIVITY. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS ARISING FROM MY PARTICIPATION, INCLUDING BUT NOT LIMITED TO: ILLNESS, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND FINANCIAL LOSS. I ACCEPT THESE RISKS EVEN IF THEY ARE CAUSED BY THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES, AND I ACKNOWLEDGE THAT TRAINING MAY BE UNSUPERVISED AND THAT NO MEDICAL SERVICES ARE PROVIDED ON-SITE.

4. Covenant Not to Sue and Indemnification. I, for myself and my heirs, agree not to sue or assist in any claim against the Released Parties for damages from injury, death, or property damage sustained on the Premises or from Training. I will indemnify and hold harmless the Released Parties from any third-party claims, losses, damages, or expenses (including reasonable attorneys' fees) arising from my use of the Premises or from Training.

5. Responsibility for Personal Property. I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings brought onto the Premises and that CrossFit Reignited will not be responsible for or provide any security for my property and personal belongings.

6. No Representations by CrossFit Reignited. I acknowledge and agree that CrossFit Reignited makes no representations or warranties, express or implied, regarding the condition or safety of the Premises or its equipment. I hereby accept the Premises and its equipment "AS IS" and affirm that I am not relying on any statement or representation by CrossFit Reignited or its representatives.

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7. Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of North Carolina, without giving effect to the principles of conflicts of law. I agree that any action arising out of or related to this Agreement must be brought exclusively in the state courts located in New Hanover County, North Carolina.

8. Survival. Any provision of this Agreement providing for performance by either party after termination hereof shall survive such termination and shall continue to be effective and enforceable.

9. Severability. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

10. Entire Agreement; Modification; Binding Effect. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written or oral. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the parties. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party.

I HEREBY ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT THAT I HAVE FULLY READ AND UNDERSTAND EACH OF ITS PROVISIONS; THAT I AM GIVING UP CERTAIN LEGAL RIGHTS THAT I MIGHT HAVE UNDER NORTH CAROLINA LAW; THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO HAVE ALL MY QUESTIONS ANSWERED TO MY SATISFACTION; AND I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT TO CONTRACT IN MY OWN NAME OR IF I AM UNDER 18 YEARS OF AGE, MY PARENT OR GUARDIAN MAY CONTRACT ON MY BEHALF.

Signature: Date:

Name:

I, the undersigned, warrant that I am the parent or legal guardian of the minor named above with the full authority to enter into this contract on their behalf.

Having read this document in its entirety, I knowingly accept and agree to all its provisions for both myself and the minor, intending this Agreement to be irrevocably binding upon us and our respective heirs, executors, and assigns.

Parent / Guardian Signature:

Name:

Date:

Emergency Contact Name & Number:

☐ 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