

## FULL WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

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### Ohio Strength Waiver & Release of Liability

#### Informed Consent / Assumption of Risk / Waiver and Indemnification:

I am aware of the significant risks involved in all aspects of any physical training, including any usage of the services, facilities or equipment offered at Ohio Strength. I warrant that I am qualified to participate, meaning that I have not been told by a medical provider that I should not participate in the usage of any of the services, facilities or equipment offered at Ohio Strength. I am in good health and in proper physical condition to participate in such training. I acknowledge that if I believe any activity to be unsafe or I am unable to safely perform any activity, I will immediately discontinue participation in the activity and notify Ohio Strength of my concerns immediately. I understand that the reaction of the heart, lungs, vascular system and the rest of the human body to exercise cannot always be predicted with accuracy. I understand the risk of certain abnormal changes occurring during or after exercise, which may include but are not limited to abnormalities of blood pressure, heart attack, stroke, musculoskeletal injury or even death. Excessive physical training can result (in rare cases) in exertional rhabdomyolysis. I should look for signs of excessive soreness, darkened urine and pain in the kidney areas in the days following a particularly intense workout and I should seek medical treatment immediately in the event of such signs or symptoms. While serious injuries are rare, they may occur due to a number of factors, including (but not limited to) genetic predisposition, dehydration or other factors that are beyond the control of myself or Ohio Strength. I understand that the coaching, programs, classes and any other services offered by Ohio Strength can be extremely strenuous and may push me to the limits of my physical abilities. I understand that Ohio Strength provides general "nutritional coaching" and "life coaching". However, these services are never to be considered "medical nutritional therapy" or in any way used as a substitute or replacement of any form of medical advice, medication, treatment or care from a healthcare provider of any type. Ohio Strength will refer its clients to the appropriate allied health care professionals within or outside of our organization for anything that is outside of our scope of practice as health and fitness professionals. The risk associated with any activities at Ohio Strength may include, but are not limited to: serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, inactions, or those actions by others, and other conditions or events that are not readily foreseeable.

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#### Parking Lot & Activities on Public Streets and Walkways:

Ohio Strength, its officers, agents, employees, organizers, representatives, independent contractors and successors, or anyone acting on their behalf are not responsible for anything that may occur to you or your personal property in the parking lot or on the public roadways or walkways before, during or after any visitation or attempted visitation to Ohio Strength. Parking of any vehicle or bike in the parking lot is done at your own risk. Any running, walking or other outdoor activity before, during or after the use of Ohio Strength services, facilities or equipment is done at your own risk. Normal observance of "looking both ways" and local rules of the road for walking, biking and driving are required at all times.

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#### Children & Dependents:

Well behaved children and dependents may sit and wait at Ohio Strength away from the use of any equipment while their parents or guardians are participating in Ohio Strength activities. Children or dependents that are not paid members of Ohio Strength may not touch or use any equipment at any time, under any circumstances for their safety and that of Ohio Strength and related parties. Ohio Strength is predominantly an "adult" oriented facility and language, music, conversations and other subject matter may not be appropriate for young people. Parents or Guardians are responsible for the safety and behavior of their children or dependents while on any of Ohio Strength's property at all times. Ohio Strength, its officers, agents, employees, organizers, representatives, independent contractors and successors, clients or anyone acting on their behalf are not responsible for anything that may happen to anyone's child or dependent at any time, under any circumstance. Ohio Strength may ask a parent or guardian to remove their child or dependent from the facility now or forever, at any time, if Ohio Strength deems that the child or dependent is a hazard or distraction to themselves, to any other person or to the facility and operations of Ohio Strength.

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#### Fire & Ice (Sauna & Cold Plunge) Experience

I will not participate in a Fire & Ice Experience ("Fire & Ice") without seeking the prior approval of my physician or other healthcare provider.

I understand Fire & Ice is not recommend for anyone with any of the following conditions unless clearance is provided by my healthcare provider:

Untreated hypertension, decompensating diseases of the cardiovascular and respiratory system, congestive heart failure, edema, metal in your body (including piercings - they get hot!), unstable angina pectoris, pacemaker, peripheral arterial occlusive disease, deep vein thrombosis (DVT) or known circulatory dysfunction, acute febrile respiratory (Flu like respiratory conditions), severe anemia, cold allergenic phenomenon, bacterial and viral infections of the skin, wound healing disorders (open sores or discharging wound/skin conditions), raynaud's disease, polyneuropathies, pregnancy, vasculitis.

- I understand that with Fire & Ice (sauna and cold plunge tub) usage there are many potential risks to include but not limited to risk of injury, hyperthermia, hypothermia, burn, drowning or death.
- While Ohio Strength staff may be present in the building during the Fire & Ice Experience, the experience itself may be guided (supervised) or most often, self-guided (unsupervised and participation is at your own risk).
- I will adhere to all rules and precautions at all times, and I will proactively seek out guidance from Ohio Strength staff if I am unsure about how to proceed with my Fire & Ice Experience (sauna and cold plunge session) at any time for any reason.
- I understand there is risk of injury or death associated with shallow water blackouts in water of ANY depth. In order to minimize such risk, I will not do any breathwork while inside the cold plunge. I will not hold my breath while inside the plunge.
- The sauna heater is VERY hot. I will keep a minimum of 12 inches between myself and the sauna heater at all times. I will never touch the sauna heater with any part of my body.
- I will not pour anything onto the sauna rocks (especially from my water bottle) except for water from the designated bucket and ladle. The ladle handle is designed to keep my hand a safe distance from the steam that will be immediately produced above the sauna rocks. This steam could lead to burns if I do not use the handle to keep my hands a safe distance from the sauna heater. I will not touch the metal parts of the bucket or ladle. Any metal inside the sauna will get very hot.
- Participation in Fire & Ice involves exposure to extreme, but regulated, hot & cold temperatures for short periods of time. Listening to my body's cues, common sense and the practice of gradual acclimation to such temperatures is always recommended. I should seek advice from Ohio Strength on how to approach this acclimation. Fire & Ice is NEVER a competition. If I feel faint, dizzy or "funny" at any time while in the sauna or cold plunge tub, I will immediately and carefully exit the sauna or cold plunge tub and notify staff of my symptoms or have a seat and send someone to notify staff. When in doubt, get out!
- I will not attempt to touch, adjust or modify any of the mechanical systems or controls of the sauna or cold plunge tubs. I will seek staff assistance with any needs related to the function of the systems.
- While there is a rapidly growing body of scientific literature related to health and performance benefits of Fire & Ice, we make no representations, claims or warranties as to a clinical or medical benefit of Fire & Ice. Fire & Ice is not intended to diagnose, treat, cure or prevent diseases, illnesses, imbalances or other disorders. No specific results from Fire & Ice are guaranteed. Every person is different, responds differently to the experience and is encouraged to do their own due diligence on the possible benefits associated with Fire & Ice.
- You are required to wear clean garments while participating in Fire & Ice. A bathing suit or compression garments and 1-2 bath or beach towels are recommended for your comfort and the comfort of other participants. Nudity (the exposure of genitalia is not permitted). A shower is required before and after Fire & Ice for your health and the health of other participants.

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#### Infectious Disease Assumption of Risk:

I further acknowledge, understand, and agree that my participation in services and use of facilities at Ohio Strength may result in the possible exposure to and illness from infectious diseases, including, but not limited to COVID-19, MRSA, and Influenza. While Ohio Strength has taken and recommends that other members and I take necessary precautions to reduce the risk, Ohio Strength cannot eliminate the risk completely. By executing this release and gaining access to the facility, I, on behalf of myself, my heirs, beneficiaries, representatives, successors and assigns: (1) knowingly and voluntarily assume all risks associated with any exposure to and illness from COVID-19 or other infectious diseases; and (2) knowingly and voluntarily waive, release, covenant not to sue, forever discharge, indemnify, and hold harmless Ohio Strength, its parents and subsidiaries and their respective officers, directors, employees, contractors, agents, representatives, successors and assigns ("Released Parties") from any and all liability, damages, losses, suits, demands, causes of action to the fullest extent permitted by the laws of this state, or any other claims of any nature whatsoever, arising out of or relating in any way to my use of the facility and my potential exposure to COVID-19 or other infectious diseases.

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#### 24/7 Program Access Assumption of Risk:

I will not allow anyone into the building during unstaffed hours. No exceptions. This is grounds for suspension or dismissal from the facility. I understand that I am under 24/7 camera surveillance while in the facility.

I will review the Ohio Strength YouTube video on 24/7 policies and procedures prior to my first use of this service.

Ohio Strength strongly recommends that you clear your participation in any exercise program with your physician. Use of the Ohio Strength facilities for open gym or under the 24/7 access program outside of a structured or instructor led class is unsupervised, even if this use is taking place while another supervised class is taking place. Your use of the Ohio Strength equipment and facilities is at your own risk -- Ohio Strength 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 Ohio Strength equipment and facilities. Membership is at Ohio Strength's sole discretion and any violation of the rules and regulations may result in cancellation of your membership, or any additional action Ohio Strength may deem necessary.

In consideration of Ohio Strength making its equipment and facilities available for my use during unsupervised hours or open gym sessions, I acknowledge and agree that I am fully aware that my access to the Ohio Strength 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 Ohio Strength facilities or utilizing the Ohio Strength equipment. I acknowledge and agree that the complete Agreement above shall apply to any claim or controversy relating to my participation in open gym or Ohio Strength's 24/7 training, programs and/or events.

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#### Photo/Video Release:

I hereby grant Ohio Strength, as well as its owners, employees and other authorized agents, including independent contractors, permission to use my likeness/image, photograph or video in any and all publications or other independent contractor/agent use including all available web site entries, social media, or any other marketing or other materials without payment or any other consideration in perpetuity. I hereby authorize Ohio Strength to edit, alter, copy, exhibit, publish or distribute all photos, images and likenesses. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my photo appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph or video images.

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I have read all of the foregoing sections of this agreement (Informed Consent / Assumption of Risk / Waiver and Indemnification, Parking Lot & Activities on Public Streets and Walkways, Children & Dependents, Fire & Ice (Sauna & Cold Plunge) Experience, Infectious Disease Assumption of Risk, 24/7 Program Access Assumption of Risk, Photo/Video Release.

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I willingly assume full responsibility for any and all risks associated with my participation in any and all use of services, equipment and facilities at Ohio Strength, including but not limited to exercise coaching, Fire & Ice Experience, nutrition coaching, specialty programs, both supervised and unsupervised open gym workouts, during staffed and unstaffed hours, and all classes. I accept full responsibility for any injury or death that may result from participation in any activity at Ohio Strength. Should Ohio Strength, its officers, agents, employees, organizers, representatives, independent contractors and successors, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this Agreement, I agree to reimburse them for such fees and costs. Further, I agree that if any portion of this Agreement shall be deemed invalid or unenforceable, the Agreement with all other remaining portions shall continue in full force and effect.

In the event any court allows a claim to be brought against any of the above parties notwithstanding this Agreement, I hereby agree that any claim or controversy arising out of or relating to my participation in any activity at Ohio Strength shall be settled by arbitration in Franklin County, Ohio, and administered by the American Arbitration Association, and judgment on the award rendered by no less than three (3) arbitrators and may be entered in any court having jurisdiction thereof.

I hereby agree to hold harmless, waive, release and covenant not to sue Ohio Strength, its officers, agents, employees, organizers, representatives, independent contractors and successors from any responsibility, liabilities, demands, or claims of any kind arising out of my participation in or usage of Ohio Strength's services, equipment, facilities and/or events in perpetuity.

I have read the foregoing INFORMED CONSENT, ASSUMPTION OF RISK, WAIVER AND INDEMNITY AGREEMENT and all sections in their entirety, and I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law in perpetuity.

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☐ 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

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