

PLEASE READ CAREFULLY

ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE OF CLAIMS, AND INDEMNITY AGREEMENT

I, _____ (“Participant/Child(ren) **Add all participants** on this line”), hereby acknowledge and freely and voluntarily agree to all terms contained in this Assumption of Risk, Waiver of Liability, Release of Claims, and Indemnity Agreement (hereinafter “Release”) as material consideration for the agreement by **Awesome Dawesome, LLC**, a Maryland limited liability company (“Company”), its related and affiliated entities, and their respective owners, members, managers, employees, independent contractors, volunteers, consultants, representatives, insurers, agents, successors and assigns (collectively, the “Released Parties”) that I be allowed to attend and participate in the open gym activities, classes, trainings, lessons, workshops, events, programs, and other services and activities offered by the Company (collectively, the “Activities”) and use and occupy the premises, facilities, or other locations where the Activities are offered and performed (collectively, the “Facilities”).

1. I hereby certify that: (i) I am 18 years of age or older and I have the authority to contract on my own behalf, or (ii) I am under 18 years old and my parent or legal guardian having the full legal capacity is entering into this Release on my behalf, with the understanding that all terms herein shall be binding upon me and the parent or legal guardian who signs below.
2. I understand that past or present medical conditions may make participation in the Activities inadvisable, and I agree it is my sole responsibility to determine whether I should participate in the Activities. I recognize that I must be in adequate physical and mental health to participate in the Activities. I understand that the Activities may require intense physical exertion, and I represent and warrant that I am physically fit enough to participate, and I have no medical condition which would prevent my full participation in the Activities. I understand that if I am pregnant, my participation in the Activities may pose additional risk to me and/or my unborn child/ren. I recognize that the Activities may cause or aggravate a physical injury or medical condition. I understand that it is my responsibility to consult with a physician before my participation in the activities. By participating in the activities, I have either consulted with a physician or knowingly waive such responsibility.
3. I understand that consuming drugs and/or alcohol prior to participation in the Activities can impair the physical and/or mental abilities of a participant and, as such, is strictly prohibited.
4. I acknowledge that the Released Parties shall not be liable for the loss of, theft of, or damage to my personal property, including items left in lockers, bathrooms, studios, or anywhere else in the Facilities. I acknowledge that no portion of any fees paid by me is in consideration for the safeguarding of valuables.
5. I am aware the Released Parties do not warrant or guarantee the quality or accuracy of the Activities or that they are fit for a particular purpose.
6. I understand that there are inherent risks involved in participating in the Activities, which shall mean those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the Activities and which cannot be eliminated regardless of the care taken to prevent or minimize the risk of harm inherent risks include, but are not limited to physical injury, sprains, tears, high blood pressure, fainting, heartbeat disorders, heart attack or stroke, aggravation of pre-existing injuries, muscle, back, neck, other personal injuries or more serious injuries or illnesses, including paralysis, death, and/or damage to or loss of any of my property. I understand my physical limitations and agree to stop or modify my participation in any Activities before I become injured or aggravate a pre-existing injury. If, during the course of participating in the Activities, I experience any unusual or unexpected physical discomfort, I will discontinue participation in the Activities and seek medical attention.
7. I agree to ASSUME ALL RISKS of personal injuries, paralysis, possible death, damage to or loss of property, other losses, costs, and damages, known and unknown, inherent or not, and whether or not described above, arising from or in any way related to my attendance at, enrollment or participation in the Activities and/or use of the Facilities.
8. I further agree to RELEASE, WAIVE, and FOREVER DISCHARGE Released Parties from any and all claims, losses, demands, damages, costs, expenses, attorneys’ fees, liabilities, obligations, lawsuits, causes of action, proceedings, judgments, compensation, contribution, charges, penalties, medical bills, treatment costs, whether foreseen or unforeseen, known or unknown, present or future, resulting from, arising out of or in any way connected with my attendance at, enrollment or participation in the Activities, and/or use of the Facilities, including but not limited to, any claims for personal injuries, including paralysis, death, illnesses and/or damage to or loss of personal property, or claims for violation of the rights of privacy or publicity or any other proprietary right I may have, whether caused in whole or in part by any negligence, strict liability, or other fault of the Released Parties or any entity or person performing any function with respect to the Activities.
9. I further agree to DEFEND, INDEMNIFY, AND HOLD HARMLESS the Released Parties from and against any expenses, attorneys’ fees, loss, liability, damages, cost, fees, compensation, contribution, charges, medical bills, or treatment costs they may incur arising from any claim or lawsuit brought against them for any injuries, wrongful death, losses or damages of any kind that:

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(i) arise from or relate to my attendance at or use of the Facilities and/or enrollment or participation in the Activities, (ii) arise from or relate to my actions or inactions at the Facilities, and/or (iii) have been released or discharged by this Release whether caused in whole or in part by any negligence, strict liability or other fault of the Released Parties or any entity or person performing any function with respect to the Activities. I understand and agree that this indemnity obligation includes any claims, actions, damages or lawsuits brought by me or by anyone else on my behalf, including those for personal injuries, illness, or damage to or loss of property arising from my attendance at, enrollment or participation in the Activities, and/or use of the Facilities.

- 10. I hereby grant the Released Parties the absolute and irrevocable right and permission to photograph, videotape, film, or otherwise record me, my name, photographs, portraits, images, audio, voice, videos, statements, pictures, and "likeness" (the "Recording") in connection with the Activities, and to use, re-use, publish, and re-publish the Recording in whole or in part, individually or in conjunction with other photographs, video, and/or other content, and in conjunction with any printed matter, or electronic matter, in any and all media now or hereafter known, and to use my name in conjunction therewith for all purposes, including advertising and promotional purposes, press releases, periodicals, and on the Company's website, without restriction as to alteration. I waive any right to inspect and approve the use of the Recording and acknowledge and agree that the rights granted by this Release are without compensation of any kind. I hereby assign to the Company all rights, title, and interest, including copyright, in and to any and all such Recordings, and I hereby irrevocably authorize the Company, to reproduce, copy, sell, exhibit, publish, or distribute any and all such products of the Recording, such as photographs, sound recordings, motion pictures, or videos in perpetuity for any purpose. I agree to release and discharge the Released Parties from any claims, actions, damages, demands, costs, expenses (including attorneys' fees) or lawsuits of any kind (excluding gross negligence or intentional torts) by reason of the sale, distribution, or use of such Recordings, including but not limited to, any and all claims for invasion of privacy, defamation, or infringement of copyright.
- 11. I acknowledge and agree that this Release is intended to be as broad and inclusive as permitted by law, and that if any term or provision of this Release shall to any extent be held invalid or unenforceable, the remaining terms of the Release shall not be affected thereby but shall be valid and enforceable to the fullest extent permitted by law. The invalid provision shall automatically be replaced by a substitute provision which is valid and as nearly as possible maintains the same purposes and intention of the valid provision.
- 12. I acknowledge and agree that this Release shall be governed by the substantive provisions of Maryland law, without reference to its principles of conflicts of law. Any claim or lawsuit brought to interpret or enforce the terms of this Release shall be brought in the Courts of Montgomery County, Maryland. I agree that such court shall have personal jurisdictional over me, and hereby waive any and all objections to the authority of such court to hear any such action. In the event of any legal action arising under this Agreement, between the parties hereto, or any asserted breach thereof by any party to this Agreement, the Company, if the substantially prevailing party, shall be entitled to recover all costs and expenses including, but not limited to, reasonable attorney's fees incurred in enforcing, attempting to enforce, or defending any of the terms, covenants, or conditions of this Agreement, including said fees incurred prior to commencement of legal action and/or during the conclusion of any appellate process.
- 13. I HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTION BROUGHT BY ANY PARTY HERETO WITH RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

I agree that this Release shall be binding upon me and my family members, legal and personal representatives, trustees, legatees, administrators, executors, heirs, next of kin, beneficiaries and assigns.

I HAVE READ AND UNDERSTOOD THE PROVISIONS OF THIS RELEASE AND UNDERSTAND THAT I AM FREE TO OBTAIN ADVICE FROM LEGAL COUNSEL OF MY CHOICE, AT MY EXPENSE, TO INTERPRET THESE PROVISIONS. BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE FREELY AND VOLUNTARILY ENTERED INTO THIS RELEASE AND THAT I HAVE EITHER EXERCISED OR WAIVED MY RIGHT TO OBTAIN ADVICE FROM LEGAL COUNSEL.

Signature of Participant: _____ Printed Name: _____ Date: _____

- or -

Signature of Parent or Legal Guardian: _____ Printed Name: _____ Date: _____

Date of Birth: _____ Email: _____

Address: _____ Phone Number: _____