

# Republic Warrior Sports Liability Waiver, Release, and Indemnification

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I, the undersigned, in consideration of my use of the fitness and other equipment (collectively, the "Equipment") and/or participating in fitness programs at Republic Warrior Sports (the "Company") hereby agree to the following, on behalf of myself, my heirs, executors, administrators, successors and assigns:

1. I am voluntarily using the Equipment and/or participating in fitness programs at the Company's premises. I recognize that the use of the Equipment and/or participation in fitness programs requires physical exertion, and I am fully aware of the risks and hazards involved, including the risk of serious injury, including disability or death.

2. I understand that it is my responsibility to consult with a medical professional prior to and regarding my use of the Equipment and/or participation in fitness programs. I hereby represent and warrant to the Company that, to the best of my knowledge, after such consultation, I have no medical condition that would prevent my safe use of and Equipment and/or participation in fitness programs.

3. I assume full responsibility for any and all risks, injuries, and/or damages, known or unknown, which I might incur as a result of the use of the Equipment and/or participation in the fitness programs.

4. I knowingly, voluntarily, and expressly waive any claim I may have against Max Results Fitness LLC, Jon D. Taylor, James Fenby, the Company Republic Warrior Sports and/or Bolivar Warrior Sports, any of the companies Insurers, officers, directors, associates, agents, contractors, and employees (collectively, the "Indemnified Parties"), for injury and/or damages (both economic and non-economic) sustained as a result of use of the Equipment and/or participation in fitness programs, regardless of whether such injuries result, in whole or in part, from the negligence of the Company or any of the other Indemnified Parties (collectively, "Damages"). I hereby accept full responsibility for any and all Damages and agree to indemnify and hold harmless the Company and the other Indemnified Parties from any and all claims, rights of actions, or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, relating to the Damages.

5. I understand and agree that none of the Indemnified Parties are responsible for property that is lost, stolen, or damaged while in, on or about the Company's premises.

6. I agree to use the Equipment in the company of at least one other individual so that there are at least two individuals in the room at all times that I am using the Equipment. I also understand that the Company is not obligated to constantly oversee my use of the Equipment, and that it is ultimately my responsibility to oversee my use, or my child's use of the Equipment.

7. I agree to abide by all other terms and conditions required for the use of the Equipment and/or participation in fitness programs. I agree to abide by all the posted rules and understand that attending an orientation class is highly recommended prior to using the Equipment or attending fitness programs. The provisions of this agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to its conflict of laws principles. If any clause or provision of this agreement is illegal, invalid, or unenforceable under present or future laws, then the remainder of this agreement shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

I. I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

II. I further acknowledge that Max Results Fitness LLC DBA Republic Warrior Sports has put in place preventative measures to reduce the potential spread of the Coronavirus/COVID-19.

III. I further acknowledge that Republic Warrior Sports can not guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, gym staff, and other gym clients and their families.

IV. I voluntarily seek services provided by Max Results Fitness LLC DBA Republic Warrior Sports and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending my appointment.

**V. I attest that: \* I am not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.**

**\* I have not traveled internationally within the last 14 days.**

**\* I have not traveled to a highly impacted area within the United States of America in the last 14 days.**

**\* I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.**

**\* I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non contagious by state or local public health authorities.**

**\* I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.**

VI. I hereby release and agree to hold Max Results Fitness LLC DBA Republic Warrior Sports harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the gym, or that may otherwise arise in any way in connection with any services received from Max Results Fitness LLC DBA Republic Warrior Sports. I understand that this release discharges Max Results Fitness LLC DBA Republic Warrior Sports from any liability or claim that I, my heirs, or any personal representatives may have against the gym with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Max Results Fitness LLC DBA Republic Warrior Sports. This liability waiver and release extends to the gym together with all owners, partners, and employees.

**I HAVE READ THE ABOVE LIABILITY WAIVER AND INFORMED CONSENT FORM, AND UNDERSTAND THAT THIS AGREEMENT IS A LEGAL DOCUMENT AND I HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING ITS EFFECT, AND FULLY UNDERSTAND ITS CONTENTS. I VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS STATED ABOVE.**

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Emergency Contact Name and Phone Number: \_\_\_\_\_

**\*\*THE SECTION BELOW ONLY NEEDS TO BE COMPLETED IF THE INFORMATION ABOVE IS FILLED OUT BY A MINOR UNDER AGE 18:**

Signature of Parent/Legal Guardian \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_