

S.P.Y.K. FITNESS, LLC
WAIVER OF LIABILITY

In order to participate in the physical fitness training and other related programs (collectively, the "Programs") sponsored, conducted, or organized by *S.P.Y.K. Fitness, LLC* (the "Company"), every Participant (and his/her parent or guardian if the Participant is under 18 years of age) is required to read and sign this Waiver of Liability (this "Waiver").

By signing this Waiver, the Participant (and his/her parent or guardian, if applicable) signifies that he/she has read the information contained in this Waiver, fully understands this information, and agrees to its terms.

1. I understand that in order for me to participate in the Programs, I must agree to be bound by this Waiver and I do so willingly.
2. I represent that I am in good health, physical condition, and physical well-being.
3. I understand that participation in the Programs may include strenuous physical activity.
4. I understand that participation in the Programs involves risks of bodily injury and personal property damage, including but not limited to: accident, illness, and injury to or death of any person involved.
5. I understand that part of the risk involved is relative to my own state of physical, mental, and emotional health, and to the awareness, care, and skill in which I conduct myself in the Programs.
6. I understand that, as a result of my participation in any Programs, I may experience potential health risks, including but not limited to: transient lightheadedness, faintness, abnormal blood pressure, chest discomfort, leg cramps, nausea, sprains, joint problems, fractures, lacerations, and sports related injuries.
7. I agree to immediately inform the nearest supervising employee or program instructor of any pain, discomfort, fatigue, injuries, or any other symptoms that I may experience, either during or after my participation in the Programs.
8. I agree to hold harmless, release from all liability, and not sue the following: the Company, its owners, members, employees, agents, and contractors (collectively, the "Released Parties") for any and all claims I may now and in the future have relating to personal injury, death, property damages, expenses, or loss sustained by me as a result of

my participation in the Programs due to any cause whatsoever, including but not limited to negligence or breach of statutory duty on the part of the Released Parties, in each case to the extent permitted under applicable law.

9. I agree that medical and personal injury insurance coverage while participating in any Programs is solely my responsibility.
10. I agree to be responsible for and to pay for any and all costs that may arise as a result of my requiring medical or other special services. Should any of the Released Parties incur any cost for any such services for my benefit or at my request, I agree to reimburse that party for all costs related to such services.
11. In signing this Waiver, I am not relying on any oral, written, or visual representations made by the Released Parties to induce me to participate in any Program.
12. I represent that I am at least 18 years old, or that I have full permission from my parent or legal guardian to participate in any Programs.

Participant:

(Sign)

(Print first & last name)

Date of Signature

Date of Birth (if under 18)

I represent that I am the parent or guardian of the Participant named above, and that I have read and understand this Waiver. I agree that this Waiver will be binding upon me and the Participant named above, and our heirs, next of kin, executors, administrators, and successors.

Parent / Guardian:

(Sign)

(Print first & last name)

Date of Signature

Relationship to Participant

PLEASE READ THIS FORM CAREFULLY BEFORE SIGNING