

DOGMA ATHLETICA
LIABILITY WAIVER, RELEASE AND INDEMNIFICATION

I, _____, have voluntarily enrolled as a participant in the athletic training and testing services (the "Training and Testing Services") offered through The Firm Industries, LLC d/b/a Dogma Athletica ("Dogma Athletica") and/or will utilize the Dogma Athletica facility and equipment and/or participate in classes offered by Dogma Athletica for my own personal exercise activity (the "Exercise Activity").

I understand and acknowledge that the Training and Testing Services and Exercise Activity may involve strenuous physical activity, including but not limited to muscle strength and endurance training, cardiovascular conditioning and training, athletic testing, and other fitness activities, whether or not facilitated by a member, manager, employee, agent or contractor of Dogma Athletica. I _____ am executing this Liability Waiver, Release and Indemnification (the "Release") as a condition to enrollment as a participant in the Training and Testing Services and in consideration for my being permitted to use the Dogma Athletica facility and equipment and/or participate in classes offered by Dogma Athletica and expressly assume and consent to all terms, conditions, and risks set forth herein.

I am aware that a heart, respiratory or other health condition may be affected by exercise in higher elevations. I understand and acknowledge it is recommended that I consult with my physician before I begin or continue any exercise activity. I hereby certify that I am in good physical condition and that I currently suffer from no physical or mental condition that would impair my ability to fully participate in the Training and Testing Services offered by Dogma Athletica and/or Exercise Activity.

I certify that I have not been advised against participation by a qualified health professional. If I am under the care of a physician, I will inform my physician of my participation in the Training and Testing Services and/or Exercise Activity. My involvement in the Training and Testing Services and/or Exercise Activity will be in accordance with my physician's instructions. I expressly agree that I am solely responsible for my compliance with my physician's instructions.

1. Assumption of Risk and Release

I _____ understand and acknowledge that participation in the Training and Testing Services and/or Exercise Activity and/or use of the Dogma Athletica facility bears certain known risks and unanticipated risks, including an increased risk of serious illness, injury, paralysis, death or damage to myself, to my property or to other third parties. I understand and acknowledge those risks may result in personal claims against Dogma Athletica or claims against me by third parties.

With full awareness of such risks, I _____ agree to accept and assume all responsibility and risk for injury, death or damage to myself or to my property arising

from my participation in the Training and Testing Services and/or Exercise Activity and/or use of the Dogma Athletica facility. I agree, covenant and promise to accept and assume all responsibility and risk for injury, death or damage to other third parties and their property arising from my participation in the Training and Testing Services and/or Exercise Activity and/or use of the Dogma Athletica facility.

In consideration for my being permitted to participate in the Training and Testing Services and/or Exercise Activity and/or use of the Dogma Athletica facility I, _____, hereby release and discharge Dogma Athletica and its members, managers, employees, agents and contractors from any liability, claim, demand, actions or rights of action, which are related to my participation in the Training and Testing Services and/or Exercise Activity and/or use of the Dogma Athletica facility, including specifically but not limited to the negligent acts or omissions of Dogma Athletica and its members, managers, employees, agents and contractors, and for any and all injury, partial or permanent disability, death and damage to myself or to my property.

I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against Dogma Athletica, its members, managers, members, employees agents and contractors for any injury, partial or permanent disability, death or damage to myself or to my property arising from or connected with my participation in the Training and Testing Services and/or Exercise Activity and/or use of the Dogma Athletica facility or from any claim asserted against me by other third parties.

2. Indemnification

I _____ further hereby indemnify, release and discharge Dogma Athletica, its members, managers, employees, agents and contractors, from any liability, claims, demands, actions or rights of action, losses, judgments, costs or expenses, including attorneys fees, arising directly or indirectly from my participation in the Training and Testing Services and/or Exercise Activity and/or use of the Dogma Athletica facility, including claims or damages resulting from any and all injury, partial or permanent disability, death, medical or economic losses, whether caused in whole or in part from any instruction or training offered by Dogma Athletica and whether based upon the breach of any express or implied warranty, negligence or under any other legal theory.

I further indemnify, release and discharge Dogma Athletica, its members, managers, employees, agents and contractors from any and all liability claims and damages, direct or indirect, to third parties or their property, arising out of my participation in the Training and Testing Services and/or Exercise Activity and/or use of the Dogma Athletica facility.

I further agree, promise and covenant that Dogma Athletica shall not be responsible or liable to me for articles lost or stolen whether or not in connection with Dogma Athletica's services or that of its members, managers, employees, agents and contractors.

3. Disclaimer

I _____ hereby acknowledge that the Training and Testing Services are provided "AS IS", without warranties of any kind, expressed or implied, nor am I guaranteed any individual results. I am personally responsible for the achievement of my individual performance goals. I further understand and agree that Dogma Athletica and its managers, members, employees, agents and contractors expressly disclaim any and all express or implied warranties arising by law, conduct or otherwise, and any other alleged obligation or liability arising from contract, negligence, tort or otherwise, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose with respect to the Training and Testing Services or any products offered or recommended by Dogma Athletica or its managers, members, employees, agents or contractors.

I _____ hereby waive and release Dogma Athletica and its managers, members, employees, agents and contractors from any claims based on any oral or written statements made prior to or contemporaneously with this Release and disclaim any reliance on such statements.

4. Acknowledgement of Release

I _____ hereby represent that I have read and understood the contents of this Release completely and agree to be bound by its terms.

This Release shall be binding upon my heirs, administrators and executors.

Participant's signature: _____ Date: _____

If participant is under the age of 18, this form must be executed by a parent or legal guardian.

Child's name: _____

Signature of Parent or legal guardian: _____ Date: _____