



This Waiver and Release of Liability Agreement is dated _____, and is between _____ (the "Participant") and Heart of America Medical Center, Rugby High School and City of Rugby.

Athletic Republic offers athletic training, workout classes, and various exercises that Participant wishes to join. These activities may include, but is not limited to, running, lifting weights, pushing or pulling items, and jumping. ***All of the aforementioned activities may be strenuous and involve inherent risk, which could lead to damage of personal items, injury, or death.*** Always seek the advice of your physician or qualified medical personnel with medical questions.

By signing this Agreement, the Parties agree to all provisions contained within the Agreement. THIS DOCUMENT POSES LEGAL IMPLICATIONS, SO IF YOU ARE UNSURE OF ANY OF THE CONTENTS, PLEASE SEEK INDEPENDENT LEGAL ADVICE. Participant represents that they are legally competent to enter into this Agreement, with the power and authority to perform the obligations under this Agreement.

I understand and agree to the following:

- I declare that I have no medical problems that would preclude my participation, including, but not limited to, symptoms of Covid-19, and information provided to Athletic Republic regarding my medical history and physical condition, to the best of my knowledge, is true and correct.
- I acknowledge my responsibility in communicating any physical and psychological concerns that might conflict with participation in activity.
- My participation is voluntary and I assume all risk of injury or contraction of any illness or medical condition that may result, or the aggravation of any pre-existing medical condition I may have, or any damage, loss or theft of any personal property resulting or arising out of my participation.
- I understand and acknowledge that Athletic Republic has no expertise in diagnosing, examining, or treating any medical condition, whether existing or incurred as a result of my participation. Information provided to me by Athletic Republic and its employees or agents should not be construed as medical diagnosis or advice.
- I understand that equipment and facilities are shared between staff and other patrons.
- I understand the possibility that, during exercise, adverse changes may transpire, including, but not limited to, blood pressure changes, fainting, dizziness, heart rhythm disorders, heart attack, stroke, or even death. I further understand the risk of bodily injury including, but not limited to, injuries of the muscles, ligaments, tendons, and joints, of the body.
- Payment in full is required prior to the commencement of the first session of the Program or Monthly via Electronic Funds Transfer (EFT) for the purchase of a Membership Program. I understand no cash refunds will be given if I fail to complete the Program.
- Athletic Republic and its employees or agents have not provided me with any warranties or representations that participation will improve or enhance my performance or physical condition. I understand and acknowledge that Athletic Republic has made no guarantee of success or improvement as a result of my participation in the Program.

- Athletic Republic may collect and obtain data as a result of my participation and use such information in reports or publications. My identity may be used in advertisements for Athletic Republic including but not limited to print, social, video, &/or social media.
- Athletic Republic may use and share data it collects and creates as a result of my participation: (i) with contractors or vendors, (ii) with Acceleration Products, Inc. and its affiliates, (iii) in connection with the sale, assignment, or other transfer of the business to which the information relates, or (iv) when applicable laws, court orders or government regulations require Athletic Republic to do so.

I hereby, on behalf of myself, personal representatives, heirs, executors, administrators, agents and assigns, forever release and discharge Athletic Republic and its affiliates / and their respective affiliates, employees, agents, representatives, successors, and assigns from any and all claims or causes of action (known or unknown) that I may now have or will have in the future arising out of or related to my participation or viewing of a class, training session, workout, media, or provided services. Participant's release, discharge, and hold-harmless specifically includes, but is not limited to, the following: acts of negligence; recklessness; an act of omission; use of any exercise equipment or facilities, which may malfunction; negligence in rendering medical care; failure to render medical care; contact with other participants; the effects of the weather, including high heat and/or humidity; slipping and/or falling while in the building, or on the premises, including adjacent sidewalks and parking areas; and all other such risks being known and appreciated by me. Participant further indemnifies Athletic Republic from all defense costs, including attorney's fees.

The provisions in this document are severable and if any provision is determined to be illegal or unenforceable, the remaining provisions and any partially enforceable provisions shall be enforceable unless otherwise prohibited by the laws of the state of Utah. Athletic Republic's failure to enforce any remedy or provision of this document shall not be construed as a waiver of such remedy or provision.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A COMPLETE RELEASE OF LIABILITY, THAT I HEREBY WAIVE ANY RIGHT THAT I MAY NOW HAVE OR WILL HAVE TO BRING ANY CLAIM OR LEGAL ACTION AGAINST ATHLETIC REPUBLIC, ATHLETIC REPUBLIC, HEART OF AMERICA MEDICAL CENTER, RUGBY HIGH SCHOOL, CITY OF RUGBY, ITS EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, FOR ANY LIABILITIES THAT MAY RESULT, WHETHER DIRECTLY OR INDIRECTLY.

X

Participant

X

Parent of minor Participant, if applicable