

WAIVER, RELEASE, CONSENT AND ACKNOWLEDGMENT

Identification of Risks

I understand that participation with Succeed, LLC and in its classes and/or programs (the “*Programs*”) may involve risk of injury, disability and death, and damage to property.

Assumption of Risk

I understand that before beginning or changing any exercise program, it is recommended that I consult with my and/or my minor child’s physician. I am, and/or my minor child is, physically and psychologically ready to participate in the *Programs* and assume all risks connected with my participation in the *Programs*. I accept personal responsibility for any liability, injury, loss or damage in any way connected with my and/or my minor child’s participation in the *Programs*.

General Release of Liability; Indemnity

In consideration of participating in the *Programs*, I hereby release and discharge Succeed, LLC and each of its affiliated organizations, contractors, participating locations, partners, directors, officers, sponsors, employees, agents, successors, assigns, and any other organizations or individuals involved with the *Programs* (collectively, the “*Released Parties*”) from all claims for any liability, injury, loss, or damage in any way connected with my and/or my minor child’s participation in the *Programs*, **whether or not caused in whole or part by the negligence of any of the *Released Parties* mentioned above**, whether known or unknown, and whether or not foreseeable and including, without limitation, negligent rescue operations. I intend for this waiver and release to apply to any state or federal claim, whether arising under statutory or common law. I intend for this waiver also to be binding upon my and/or my minor child’s relatives, personal representatives, heirs, beneficiaries, next of kin, and assigns who might pursue any legal action or claim for such liability, injury, loss or damage. I further agree that if, despite this general release of claims, I or anyone on my and/or my minor child’s behalf, makes a claim against any of the *Released Parties*, I will indemnify, save and hold harmless each of the *Released Parties* from any loss, liability, damage, or cost (including, without limitation, attorneys’ fees and costs) which any of the *Released Parties* may incur as the result of such claims.

Consent to Medical Treatment

I agree that Succeed or any of the other *Released Parties* may, but has no duty to, provide me and/or my minor child, through medical personnel of their choice, customary medical or training assistance, transportation, and emergency medical services.

Acknowledgment

In order to assess my and/or my minor child’s fitness to participate in the *Programs*, it may be necessary for me and/or my minor child to disclose to Succeed LLC or other *Released Parties* certain health information, either directly or indirectly. I acknowledge that in providing this information to Succeed LLC, or any of the other *Released Parties*, that I and/or my minor child have no expectation that this health information will be kept confidential and private. I acknowledge that *Released Parties* assume no duty to maintain or protect the confidentiality of my and/or my minor child’s health information.

I have read this Participant Waiver, Release, Consent and Acknowledgment, and I understand that I have given up substantial rights by signing it. I am signing this waiver, release, and consent voluntarily and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. I acknowledge that I have read and understand, and hereby expressly waive, the benefits of Section 1542 of the Civil Code of California, and any similar law of any State, Country or territory, which provides as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

I UNDERSTAND THAT IF I AM SUBMITTING THIS WAIVER ELECTRONICALLY, MY TYPED NAME ON THE SIGNATURE LINE BELOW CONSTITUTES SIGNING MY NAME.

NAME OF PARTICIPANT — PLEASE PRINT SIGNATURE AGE DATE

NAME OF PARENT OR LEGAL GUARDIAN (IF UNDER 18) — PLEASE PRINT SIGNATURE DATE

PHONE NUMBER EMAIL ADDRESS

NAME OF EMERGENCY CONTACT PHONE NUMBER OF EMERGENCY CONTACT

INSTRUCTIONS TO SUBMIT YOUR FORM ELECTRONICALLY

1. PLACE A CHECK IN THE GREEN BOX IF YOU AGREE TO THE STATEMENT
2. TYPE YOUR INFORMATION INTO ALL APPLICABLE FIELDS
3. SAVE THE DOCUMENT ONTO YOUR DESKTOP
4. COMPOSE A NEW EMAIL AND ATTACH THE DOCUMENT
5. EMAIL TO: SUCCEED.LLC@MAC.COM



SUCCEED