

## **D3 Fitness LLC Waiver, Release of Liability, Assumption of Risk, and Indemnification Agreement**

In consideration for being permitted to participate in events, activities, and programs at D3 Fitness LLC ("D3 Fitness"), I, on behalf of myself and my family, personal representatives, estate, successors, assigns, heirs, and next of kin, hereby enter into this Waiver, Release of Liability, Assumption of Risk, and Indemnification Agreement (the "Agreement") and covenant and agree as follows:

**1. Acknowledgment, Acceptance, and Assumption of Risk.** I acknowledge and understand that sports and other events, activities, and programs offered, conducted, and sponsored by or at D3 Fitness involve substantial risks of property damage and bodily injury, including, but not limited to, concussion, neck and spinal injuries, injury to bones, joints, muscles, internal organs, or other serious injuries. I further acknowledge and understand that these risks and injuries may result not only from my (or my child's) own actions, but also from the action, inactions, or negligence of others, or the condition of the facilities or equipment, and that equipment provided for my (or my child's) protection may be inadequate to prevent serious injury. I am voluntarily choosing to participate in events, activities, and programs at D3 Fitness of my own free will with full knowledge and appreciation of the risks and dangers associated with such activities. I hereby knowingly, freely, and expressly assume any and all such risks and dangers, known and unknown, and accept and assume full responsibility for any injury, loss, or damage arising out of or in any way related to my participation in any events, activities, or programs at D3 Fitness (and all activities incidental thereto), whether caused by the negligence of any of the Released Parties (as defined below) or any other cause.

**2. Waiver and Release of Liability.** To the fullest extent permitted by law, I, on behalf of myself and my family, personal representatives, estate, successors, assigns, heirs, and next of kin, hereby unconditionally and irrevocably waive all liability of, release, acquit, and forever discharge **D3 Fitness** and any affiliated entities, along with their respective owners, officers, directors, agents, employees, sponsors, volunteers, and other representatives (collectively, the "Released Parties"), from and against any and all present and future claims, demands, actions, rights, liabilities, damages, and causes of action of any kind, character, nature, or description whatsoever, whether known or unknown, foreseen or unforeseen, direct or indirect, arising out of or in any way related to my (or my child's) participation in or presence at any events, activities, and programs at D3 Fitness (and all activities incidental thereto), whether caused by the negligence of any of the Released Parties or any other cause, provided that this section shall not be deemed to release a Released Party from liability arising from its own willful or intentional misconduct.

**3. Indemnification, Hold Harmless, and Covenant Not to Sue.** On behalf of myself and my family, personal representatives, estate, successors, assigns, heirs, and next of kin, I hereby indemnify, hold harmless, and promise not to sue or otherwise bring a claim against the Released Parties for any loss, liability, expense, or damage arising out of or in any way related to my (or my child's) participation in or presence at any events, activities, and programs at D3 Fitness (and all activities incidental thereto), whether caused by the negligence of any of the Released Parties or otherwise. I further agree to indemnify the Released Parties from and against any and all third party claims of any kind arising out of or in any way related to my participation in or presence at any events, activities, and programs at D3 Fitness.

**4. Medical Treatment and Expenses.** I hereby authorize and consent to the rendering of first aid and other medical treatment which may be deemed necessary in the event of any illness, accident, injury, or medical emergency while I am (or my child is) participating in or present at any events, activities, or programs at D3 Fitness. I understand and agree that I will be solely responsible for all fees, costs, and expenses related to any medical treatment and medical transportation provided to me (or my child).

**5. Media Release.** I hereby authorize and grant permission to D3 Fitness and the Released Parties, as well as their agents, representatives, and others working under their authority, to take and use my (or my child's) photographed, video recorded, or live-streamed image, likeness, voice, and name for any and all purposes, including marketing, commercial, or advertising purposes, and in any and all forms of media, without further consideration. I understand and agree that I (and my child) have no rights to any benefits derived from the use of such image, likeness, voice, or name.

**6. Choice of Law and Jurisdiction.** I agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. I further agree that any action or legal proceeding against any of the Released Parties relating to this Agreement or any claim arising out of or in any way related to my participation in or presence at any events, activities, and programs at D3 Fitness (and all activities incidental thereto) shall be brought exclusively in the state or federal courts in and for the State of Oklahoma.

**7. Interpretation and Severability.** I agree and understand that this Agreement and the waivers and releases contained herein are intended to be as broad and inclusive as permitted by Oklahoma law, and that this Agreement shall be construed broadly to release and waive all claims to the fullest extent permitted under Oklahoma law. I agree that if any portion of this Agreement is determined to be invalid, illegal, or unenforceable, that portion shall be deemed severed from the Agreement, which shall otherwise remain in full force and effect.

**I acknowledge, affirm, and represent that I have carefully read this entire Waiver, Release of Liability, Assumption of Risk, and Indemnification Agreement, fully understand its contents, terms, and meaning, and have had an opportunity to have any questions answered to my satisfaction. I understand that I am giving up substantial legal rights and remedies by signing this Agreement. I hereby sign this Agreement of my own free will and voluntarily agree to be bound by its terms for today and all future participation in and attendance at any events, activities, or programs at D3 Fitness.**

Printed Name of Participant: \_\_\_\_\_

Signature of Participant (if 18 years or older): \_\_\_\_\_ Date: \_\_\_\_\_

***Note: If participant is under 18 years old, parent or legal guardian must sign below***

**For Parents/Legal Guardians of Participants Under 18 Years of Age**

I hereby warrant, affirm, and represent that I am the parent/legal guardian with legal responsibility for the above-named participant who is under 18 years of age and that, in such capacity, I have read this Waiver, Release of Liability, Assumption of Risk, and Indemnification Agreement completely and carefully, understand the risks involved with the events, activities, and programs offered, conducted, and sponsored by or at D3 Fitness, have explained and discussed those risks with the above-named participant, and do hereby consent and agree to his/her participation, release, waiver, and acceptance of risk as provided above. On behalf of myself, the above-named participant, and my family, personal representatives, estate, successors, assigns, heirs, executors, and next of kin, I hereby knowingly, freely, and expressly agree to all of the terms and conditions of this Waiver, Release of Liability, Assumption of Risk, and Indemnification Agreement.

Printed Name of Parent/Legal Guardian: \_\_\_\_\_

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