



### **Grit OT L.L.C.: Waiver and Policies**

I, the undersigned, in consideration of my use of the fitness, obstacles (inside or outside of facility and at GRIT's location or for any GRIT sponsored event elsewhere) and other equipment (collectively, the "Equipment") and/or participating in fitness programs at GRIT OT L.L.C. (herein "GRIT") hereby agree to the following, on behalf of myself, family members, friends, my heirs, executors, administrators, successors and assigns:

1. I am voluntarily using the Equipment and/or participating in fitness programs and obstacle use at the GRIT's premises. I recognize that the use of the Equipment and/or participation in fitness programs requires physical exertion, and I am fully aware of the risks and hazards involved, including the risk of serious injury, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, guest, unborn child or relative, also including permanent disability and death.
2. I understand that it is my responsibility to consult with a medical professional prior to and regarding my use of the Equipment and/or participation in fitness programs. I hereby represent and warrant to GRIT that, to the best of my knowledge, after such consultation, I have no medical condition that would prevent my safe use of the Equipment and/or participation in fitness programs. I also assume full accident and medical risk and should ideally, per GRIT's recommendation, maintain my own accident and medical insurance.
3. I assume full responsibility for any and all risks, injuries, and/or damages, known or unknown, which I might incur as a result of the use of the Equipment and/or participation in the fitness programs, with injury is/was voluntary or involuntary and from my fault or any other person in GRIT. If GRIT staff deems there has been an injury or potential concussion that is severe, they will ask you to seek medical attention, cease activity at GRIT for at least 24 hours and gain physician release to return.
4. I knowingly, voluntarily, and expressly waive any claim I may have against GRIT, GRIT owners and its insurers, officers, directors, associates, agents, contractors, and employees (collectively, the "Indemnified Parties"), for injury and/or damages (both economic and non-economic) sustained as a result of use of the Equipment and/or participation in fitness programs, regardless of whether such injuries result, in whole or in part, from the negligence of the GRIT or any of the other Indemnified Parties (collectively, "Damages"). I hereby accept full responsibility for any and all Damages and



agree to indemnify and hold harmless GRIT and the other Indemnified Parties from any and all claims, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, relating to the Damages. I agree to not flip or be inverted during any time at GRIT and/or while using GRIT obstacles.

5. I understand and agree that none of the Indemnified Parties are responsible for property that is lost, stolen or damaged while in, on or about the GRIT's premises.
6. I agree to use the Equipment in GRIT with at least one other individual so that there are at least two individuals in the room at all times that I am using the Equipment, plus a GRIT employee.
7. I agree to abide by all other terms and conditions required for the use of the Equipment and/or participation in fitness programs, including attending an orientation session to familiarize myself with the proper operation of the Equipment.
8. I agree to hold GRIT harmless for any and all actions and agree that GRIT is not a child care facility, so all participants under 18 years of age have to have parent or guardian stay in GRIT facility during play.

The provisions of this agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to its conflict of laws principles. If any clause or provision of this agreement is illegal, invalid, or unenforceable under present or future laws, then the remainder of this agreement shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.



## **POLICY AND RULES**

1. There must be respect shown to others in the facility by using proper grammar and sharing time on obstacles with other guest(s).
  - a. Dress Code- shirts or tank tops must be worn at all times (i.e. no shirtless or only sports bras)
  - b. We recommend little or no rings and necklaces be worn, so that do not pinch extremities or get caught on obstacles.
2. If at anytime GRIT's staff feels someone is not following the rules they may ask them to leave without refund.
3. There are no refunds after the point of sale.
4. By signing this waiver, you are releasing rights to any photos and/or videos taken for the purpose of advertising for GRIT through any and all forms of advertising, marketing and social media.



**I HAVE READ THE ABOVE LIABILITY WAIVER AND INFORMED CONSENT FORM, UNDERSTAND THAT THIS AGREEMENT IS A LEGAL DOCUMENT AND I HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING ITS EFFECT, AND FULLY UNDERSTAND ITS CONTENTS. I VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS STATED ABOVE FOR GRIT OT L.L.C.**

Signature of Participant \_\_\_\_\_

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

Date: \_\_\_\_\_

Signature of Parent/Legal Guardian (if Participant is under 18 years of age) \_\_\_\_\_

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

Relationship to Participant \_\_\_\_\_

Date: \_\_\_\_\_