

The Active, LLC.

LIABILITY WAIVER AGREEMENT

I [first_name][last_name] understand that weightlifting, cardiovascular training, bootcamps, yoga, and other activities now available or that may become available at the Facility in their various forms, as well as preparation for participation in, coaching or spotting. volunteering. and all other aspects involved with these activities ("collectively referred to hereinafter as "Activities" are inherently dangerous activities involving many RISKS, DANGERS, AND HAZARDS.

These risks, dangers and hazards include, but are not limited to. falling. collisions with objects, people or structures, being struck by other participants or objects, loose holds or other equipment failure, the actions of other participants including negligence or inexperience of the Participant's partner(s) overuse injuries, the aggravation of preexisting conditions, or other foreseeable or unforeseeable events or circumstances. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities. I know that the risk of SEVERE INJURY and even DEATH exists in the participation of the Activities. I also understand that maintenance of the Facility and equipment, training, coaching, instruction. supervision. enforcement or lack thereof of any rules or regulations, route setting, or any added safety measures (hereinafter "Associated Activities") by The Active, its subsidiaries, affiliates, officers, directors, employees, volunteers. agents, coaches, instructors, contractors. representatives, competition organizers and sponsors, and equipment providers do not and cannot guarantee my safety.

I [first_name][last_name] hereby represent that I am fit and suffer from no adverse health condition or effect that would limit my ability to participate in any Activities offered by The Active.

I [first_name][last_name] hereby represent that any of my own equipment that I use at the Facility is safe and in no way shall The Active be liable for any damages caused to myself or a third party for any failure of any such equipment.

I [first_name][last_name] hereby represent that I have conducted a thorough visual inspection of the Facility and equipment I will be using. and I am aware of any potential hazards associated with the Facility and/or such equipment. With full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in the Activities and the Associated Activities, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT. OR EVEN FATAL INJURIES, even if following the instructions or advice of The Active.

[signature]