

NFINITE PURSUIT

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READ CAREFULLY

WAIVER AND RELEASE OF LIABILITY

In consideration of **NFINITE PURSUIT, LLC** services and enabling me to participate in strength and conditioning, I agree as follows:

I fully understand and acknowledge that:

- (a) risks and dangers exist in my use of fitness equipment and in participating in physical activities related to strength and conditioning, and physical fitness training;
- (b) my participation in such activities and/or use of training equipment may result in my injury or illness including but not limited: to bodily injury, disease, strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability;
- (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of **NFINITE PURSUIT, LLC**, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and
- (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of **NFINITE PURSUIT, LLC**, or by any other person.
- (e) by my participation in these activities I acknowledge that a photo or video of myself may be taken and used for promotional purposes.
- (f) I grant permission to NFinite Pursuit LLC and its agents, employees or, contractors, the irrevocable right to use the photographs taken and provided by me as identified below for use in any publication such as advertising, direct mail, brochures, newsletters, and magazines, and to use the photographs on display boards, and to use such photographs in electronic versions of the same publications or on websites or other electronic form or media.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **NFINITE PURSUIT, LLC** and it's owners, agents, officers, employees, and contractors from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of fitness equipment or my participation in strength and conditioning activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of **NFINITE PURSUIT, LLC**.. This waiver is in effect for one date of the signing of this document or until it is revoked in writing and sent to **NFINITE PURSUIT, LLC** via Certified Mail Return Receipt Requests.

I understand that **NFINITE PURSUIT, LLC AND** it's owners, agents, officers, employees, and contractors, do not furnish or offer any type of liability or personal injury for its participants. I agree to furnish my own insurance and hold **NFINITE PURSUIT, LLC and** it's owners, agents, officers, employees, and contractors not liable for any accidents or injuries.

BY CLICKING THE ABOVE BOX YOU ACKNOWLEDGE THAT YOU HAVE READ THE ABOVE WAIVER (first page) AND RELEASE AND AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE INFINITE PURSUIT, LLC AND IT'S OWNERS, AGENTS, OFFICERS, EMPLOYEES, AND CONTRACTORS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.