

This is a legally binding Liability Release, Waiver, Discharge, Indemnification and Covenant Not to Sue (this "Release and Waiver") made by:

Full Name *

First Name Last Name

The undersigned (hereinafter referred to as "Releasor"), to WinATLife Training L.L.C. hereinafter referred to as "WinATLife Training L.L.C.").

WinATLife Training L.L.C.'s premises, facilities, services and equipment are hereinafter collectively referred to as the "Services".

In consideration of the Services and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Releasor acknowledges and agrees as follows

- 1) Releasor accepts and assumes all risk and responsibility for any damage to property, bodily and/or personal injury, including death, in connection with Releasor's or any family member of Releasor's use of and/or participation in the Services.
- 2) Releasor releases WinATLife Training L.L.C. and its employees and agents (hereinafter each referred to as a "WinATLife Training Party") from any and all liability, claims, demands, rights and/or causes of action of whatever kind or nature, now or hereafter existing, whether known or unknown, foreseen or unforeseen, whether caused by the negligence of WinATLife Training L.L.C. or a WinATLife Training Party or otherwise, that may arise from damage to property or bodily and/or personal injury, including death, in connection with Releasor's or any family member of Releasor's use of and/or participation in the Services.
- 3) Releasor will defend, indemnify and hold harmless WinATLife Training L.L.C. and each WinATLife Training Party from any and all claims, suits, damages, losses, or expenses (including reasonable attorneys' fees) in connection with Releasor's or any family member of Releasor's use of and/or participation in the Services or any breach of this Release and Waiver by Releasor.
- 4) Releasor assures and certifies to WinATLife Training L.L.C. that there are no health-related issues which preclude Releasor or any family member of Releasor from using and/or participating in the Services. Releasor further assures and certifies to WinAtLife Training L.L.C. that Releasor and its family members have adequate insurance (including, without limitation, health insurance) necessary to provide for and pay any and all medical costs that may directly or indirectly result from Releasor's or any family member of Releasor's use of and/or participation in the Services. Releasor shall indemnify and hold WinATLife Training L.L.C. and eachWinATLife Training Party harmless for any such medical costs.
- 5) Releasor relinquishes all rights to sue WinATLife Training L.L.C. or a WinATLife Training Party, for injuries or harm, including death, damages, or losses that Releasor or any family member or Releasor may incur. Releasor hereby waives any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide

that a general release shall not extend to claims, material or otherwise, which person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that Releasor is hereby releasing any and all unknown future claims.

6) This Release & Waiver covers any and all liability, claims and actions caused entirely, or in part, by any and all acts or failures to act on Releasor's or a family member of Releasor's part, including but not limited to, negligence or mistake.

7) This Release & Waiver shall also bind Releasor's assigns, heirs, executors, administrators, distributees, guardians and next of kin.

8) This Release and Waiver shall be governed by, construed and enforced in accordance with, the Law of the State of Minnesota, without giving effect to conflict of law principles.

9) If any term or provision of this Release and Waiver is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws, or of any terms, clauses or provisions hereof which survive termination, then and in such event, it is the express intention of the parties that the remainder of this Release and Waiver, or the application of such terms, clauses or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Release and Waiver, and the application thereof, shall be legal, valid and enforceable to the fullest extent permitted by law.

10) If RELEASOR is BELOW EIGHTEEN (18) YEARS OF AGE (THE "MINOR") AND PROVIDED WINATLIFE Training L.I.c. CONSENTS IN WRITING TO SUCH MINOR'S USE OF and/or participation in THE **SERVICES**, A PARENT OF SUCH MINOR MUST EXECUTE THIS RELEASE AND WAIVER ACCEPTING AND AGREEING TO BE BOUND BY ALL TERMS AND CONDITIONS CONTAINED HEREIN.

11) RELEASOR CERTIFIES THAT HE/SHE HAS READ THIS ENTIRE DOCUMENT, FULLY UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT. RELEASOR IS AWARE THAT THIS IS A RELEASE OF LIABILITY, AN ACCIDENT WAIVER, AND A CONTRACT, AND HE/SHE SIGNS IT ON HIS/HER OWN FREE WILL.

- IN WITNESS WHEREOF, Releasor has duly executed this Release & Waiver on:

- Date *

-Month -Day Year  Date Picker Icon

- Electronic Signature *

First Name Last Name

- Age *

- If a minor, parent(s) of Minor must sign below.

- Parent Electronic Signature

First Name Last Name