

# LIVE ELITE

## RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

The undersigned do hereby enter into the following Release, Assumption of Risk, and Indemnity Agreement (the "**Agreement**") with Live Elite LLC, an Ohio limited liability company ("**Live Elite**"), as a condition for allowing the undersigned and/or the minor(s) identified below (collectively, the "**Participants**"), to enter on to the premises occupied by Live Elite for the purpose of engaging in athletic and fitness instruction and activities (collectively referred to as the "**Activities**").

1. **Consideration.** In consideration for being allowed to engage in the Activities, I am signing this Agreement on behalf of myself and the following minors, and represent that I am their parent or legal guardian.

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

I hereafter refer to myself and any children or legal wards named above individually and collectively as "I", "me" or "my".

2. **Compliance with Rules.** I agree that I will comply with all safety signs, rules, and verbal instructions from Live Elite and its managers, employees, and all other persons or entities acting for them, as conditions for participation in any Activities.
3. **Acknowledgement of Risks.** I hereby acknowledge that there are known and unknown risks associated with the Activities which may include but are not limited to musculoskeletal injuries, broken bones, and/or overuse injuries, medical conditions resulting from physical activity, and damaged clothing or other property, and that such risks simply cannot be eliminated, despite the use of safety equipment and rules, without jeopardizing the essential qualities of the Activities. I further represent that I have no medical or physical condition which could interfere with my safety in the Activities
4. **Assumption of Risk.** I hereby knowingly and voluntarily assume the risks inherent in the Activities or in any way connected with my participation in the Activities, or from being on the premises occupied by Live Elite while others are engaged in such Activities, or due to any act or omission which may constitute negligence on the part of others, whether such are known, unknown, anticipated or unanticipated, if at any time I believe that the Activities or the conditions are unsafe or that I cannot participate due to physical or medical conditions, then I will immediately discontinue participation. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself.
5. **Waiver of Liability and Release of Claims.** I, for myself, any minor Participants named above, and our respective heirs, assigns, representatives, and next of kin, agree to waive all liability against, and release, acquit and forever discharge Live Elite, and its respective owners, members, officers, managers employees, agents, volunteers, participants, and all other persons or entities acting for them from any and all claims, demands, causes of action, losses, compensation and consequential damages on account of, or in any way growing out of, (a) inherent risks associated with my participation in Activities, (b) risks from being on the premises occupied by Live Elite while others are engaged in such Activities, or (c) any act or omission that may constitute negligence on the part of those persons and entities hereby released. It is my intention to release Live Elite and the above-described persons and entities to the fullest extent allowed under law.
6. **Applicability to Future Claims.** The Acknowledgement of Risks, Assumption of Risk and Waiver of Liability and Release of Claims set forth in paragraphs 3,4 and 5 herein is intended to act as a release of future claims which are currently unknown or unforeseen. I hereby acknowledge that I understand and fully appreciate the significance and consequence of my specific intention to waive liability and release all claims and do hereby assume full responsibility for any personal injuries and damages I may hereafter incur from participating in the Activities or from being on the premises while others are engaged in such Activities.

7. **Indemnification and Hold Harmless.** I agree to indemnify and hold harmless Live Elite and the owner of the premises, and their respective owners, members, officers, managers employees, agents, volunteers, participants, and all other persons or entities acting for them, from and against all claims for losses and damages sustained or suffered by any persons who are not parties to this Agreement that I, or any one of us, may cause, directly or indirectly, while this Agreement is in effect. The indemnification shall also include reimbursement of all attorney fees and costs incurred by those parties hereby indemnified.
  
8. **Acknowledgment of Competence.** I am legally competent to understand and complete this agreement and have executed this agreement without coercion.
  
9. **Photo Release/Use of Likeness.** Participants grant Live Elite permission to use his/her/their likeness in photograph and/or video format in any and all publications and materials, including but not limited to Live Elite's website and social media pages, without payment or consideration made to them. Participants acknowledges all such photos and/or videos become the property of Live Elite and will not be returned. Participants authorize Live Elite to use, edit, copy, publish or exhibit any such photo or video for any lawful purpose. Participants waive the right to review any photo or video or to obtain royalties from the photo or video.
  
10. **Governing Law/Binding Effect/Fees.** I agree that Ohio law governs this Agreement and that this Agreement will be enforced to the greatest extent permitted by Ohio law. If any clause should conflict with Ohio law, only that clause will be null and void but the remainder will stay in full force and effect. Should I or any of the minor Participants named above file a lawsuit in breach of this Agreement, I agree to pay the attorney fees and cost incurred by Live Elite and other persons and entities, described above, who are directly or indirectly associated with Live Elite.

**I HAVE HAD SUFFICIENT TIME TO READ THIS ENTIRE DOCUMENT AND, SHOULD I CHOOSE TO DO SO, CONSULT WITH LEGAL COUNSEL PRIOR TO SIGNING. I FULLY UNDERSTAND AND AM VOLUNTARILY SIGNING THIS AGREEMENT WITH THE INTENT OF BEING LEGALLY BOUND THEREBY.**

Date: \_\_\_\_\_ Contracting Party: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Date: \_\_\_\_\_ Contracting Party: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

In case of an emergency, Live Elite or its representative will try to reach the above-mentioned Contracting Party. Please provide us with an Emergency Contact Person in case we are unable to reach you.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
 Phone: \_\_\_\_\_