

## **RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In consideration of participating in health or fitness club activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Moose(L) Up LLC and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees'), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that health or fitness club activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and properly damage. Risks include, but are not limited to, musculoskeletal injuries, broken bones, and/or overuse injuries, injuries caused by equipment that breaks or otherwise fails; contact with individuals, who have been exposed to and or have been diagnosed with one or more communicable diseases, including but not limited to Covid-19 or other medical conditions, diseases, or maladies and it is impossible to fully eliminate the risk(s) that contact or close proximity with an individual with a communicable disease pose; medical conditions resulting from physical activity death as a result of drowning or brain damage caused by near drowning; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damages I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

5. In the event that I file a lawsuit I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

Permission to Use Photograph

I grant Moose(L)-Up Redemption Club (MURC), consent for the use of photograph(s) or video recording of my image. I authorize (MURC), its assigns and transferees to copyright, use and publish the same in print and/or electronically.

I agree that (MURC) may use such photographs/images of me with or without my name and for any lawful purpose, such as publicity, illustration, advertising, and Web content.

I further understand that this consent may be withdrawn by me at anytime, upon written notice to MURC. The revocation will not affect any actions taken before the receipt of this written notification.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Print Name:

Signature (electronic signature acceptable):

Date:

e-mail:

cell:

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT  
(Must be completed for participants under the age of 18)**

PRINT minor's name:

In consideration of the above being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian (Print name):

Signature (electronic signature acceptable):

Date: