

## ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY & INDEMNITY AGREEMENT

Participant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

I, the undersigned and aforementioned, Individually, and on behalf of my heirs, administrators, assigns, estate, executors, personal representatives and successors (collectively referred to herein as the "**Participant**") freely, voluntarily, and without duress execute this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement (referred to herein as the "**Agreement**") under the following terms:

**1. PHYSICAL CONDITION.** I certify that I am in good physical condition and I have no physical, psychological or medical defect or condition that prevents or limits my participation in any Activities described herein, or any condition that would make such Activities inappropriate for my condition. I certify that I do not have any condition which would endanger myself or others.

**2. RELEASE OF LIABILITY & INDEMNIFICATION.** I understand that I have voluntarily enrolled in a program of strenuous physical activity offered by Katrina N. Repman, Christopher P. Cox Jr., Empowered Acro, and each of their respective subsidiaries and affiliates (collectively referred to hereinafter as "**EA**"). Hereinafter, EA, its affiliates, agents, assistants, broadcasters, coaches, instructors, employees, contractors, guests, hosts, invitees, lessors, licensees, Location owners/lessors (including James M. Espy II, Julie C. Espy and LCFRE Austin Brodie Oaks, LLC), members, officers, operators, organizers, owners, participants, photographers, representatives, suppliers, videographers, and volunteers shall collectively be referred to as the "**Released Parties.**" **I hereby expressly agree to discharge, release, hold harmless, defend and indemnify the Released Parties from any and all claims of liability past present and future,** including but not limited to: bodily injuries, broken bones, catastrophic injuries, cervical injuries, damages, death, disabilities, fractures, gross negligence, illness, miscarriage, negligence, ordinary negligence, paralysis, personal injuries (whether permanent, temporary, partial or total), property damage, property loss, soft tissue injuries, spinal injuries, and/or wrongful death that may arise from or relate to my participation in each and every one of the Activities.

**(a) ACTIVITIES.** I understand that such activities, both individual and/or partner, include but are not limited to: acro, acrobatics, acroyoga, activities, calisthenics, circus arts, cheerleading, classes, coaching, competitions, conditioning, cross-fit, dance, demonstrations, education, events, exercise, exhibitions, flow arts, gym, gymnastics, hosted events, instruction, jams, open gym, lessons, massage, partner yoga, practices, seminars, shows, special events, sponsored events, spotting, strengthening, stretching, therapeutics, training, weight lifting, workshops, yoga (sometimes collectively referred to herein as the "**Activities**"). I understand that said Activities can be vigorous and involve balance, height, and rotation in a unique environments and pose significant risks of injury and/or death.

**(b) SAFETY EQUIPMENT & SPOTTERS.** I understand that mats, props, equipment and apparatus may be provided for my use, protection, and/or safety including, and without limitation, the participation of a coach, instructor, teacher, assistant, volunteer, or participant [who may or may not be trained] who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury. **I understand that the risk of harm may be lessened by all of the safety equipment and spotters, but never eliminated.**

**(c) LOCATION.** I understand that the Activities set forth herein may be indoor or outdoor, and may take place at Traditional Martial Arts Academy, Krav Maga, LLC d/b/a/ Fit & Fearless, Austin Gymnastics Club, LLC, TCMAF, Inc., and/or any other location, premises or site which may include, without limitation: convention centers, dance studios, fitness clubs, gyms, gymnastic facilities, hotels, parks, recreational centers, schools, studios, universities, yoga studios (sometimes collectively referred to herein as "**Location**"). **I assume the risk of any and all injury and/or damage I may suffer whether while engaging in physical activity or not.** This includes injury or damage sustained while and/or resulting from using any premises or facility, any dangerous conditions of any Location or property upon which the Activities take place, or using any props or equipment, (whether provided by EA or otherwise).

**(d) MEDICAL ATTENTION & EXPENSES.** I understand that the Released Parties are not physicians or medical practitioners of any kind. I release EA from any claims of liability which may hereafter arise on account of any emergency or urgent care, first aid, medical attention, treatment, or services rendered in connection with said Activities. I understand that I and/or my insurance shall be solely liable for any medical expenses paid and incurred on my behalf as a direct or indirect result of my participation in said Activities.

Participant's Initials: \_\_\_\_\_

**3. MEDIA RELEASE.** *I hereby grant and convey all right, title, and interest in any and all photographic images, video and/or audio recordings made during the Participant's activities,* including but not limited to: any royalties, proceeds, or other benefits derived from such photographs or recordings. I understand the photographs, videos, and/or audio recordings may or may not be used for advertising and publicity purposes or any other use by EA, including but not limited to educational materials, illustrations, publications, billboards, print or broadcast advertisements, website or social media postings or advertisements, or other publicity or advertising purposes. I also understand that there will be no notice given to me as to when or how EA may use such photographs, videos, or statements. I release EA, any photographer and/or videographer, and all of their respective owners, employees and/or agents from liability for any violation of any personal or proprietary right I may have relating to such use.

**4. TERM OF THIS AGREEMENT.** I understand and agree that the provisions in this Agreement shall continue to be enforceable and are intended to be applicable and include the present and each and every occasion in the future that I participate in the Activities described herein, until said Agreement is terminated in writing by one of the parties to this Agreement. I agree that all terms and conditions set forth in this Agreement will remain in full force and effect and apply to all Activities preceding the date on which this Agreement is terminated. After termination, I will not be permitted to participate, and I agree to not participate, in the Activities until I fully execute a new Agreement.

**5. FEES.** I understand that I shall be solely liable for, including without limitation defending and paying any judgment, costs, expenses and/or fees (including without limitation investigation costs and attorney fees) from any and all claims against the Released Parties in connection with the Activities.

**6. TEXAS LAW.** I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that it shall be governed and interpreted in accordance with the laws of the State of Texas. I agree to engage in good faith efforts to mediate any dispute that may arise, and that said mediation will be held in Austin, Texas. I further agree that if any provision of this Agreement is held invalid, the remaining provisions shall, notwithstanding, continue in full legal force and effect, and the invalid provision shall be replaced automatically with a valid and enforceable provision that is as similar as possible in intent to the invalid provision. I further agree that the exclusive venue for any legal proceedings shall be in the State of Texas, Travis County.

*I acknowledge that I have carefully read this Agreement and fully understand its terms and conditions. I am aware and agree that by executing this Agreement, I am giving up my right to bring a legal action or assert a claim against the Released Parties. I further agree that no oral representations, statements, or inducement apart from the foregoing written Agreement have been made.*

\_\_\_\_\_  
Participant's Email Address

\_\_\_\_\_  
DOB

\_\_\_\_\_  
Participant's Full Name

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

**IF PARTICIPANT IS A MINOR**

*I certify that I am the Parent and/or Legal Guardian of the minor named herein and that I have the authority to sign this agreement on said minor's behalf. I certify that I am signing for said minor and understand and agree that all waivers, releases, assumptions of risk, terms of agreement, representations, acknowledgments, and certifications apply equally to said minor.*

\_\_\_\_\_  
Minor's Full Name

\_\_\_\_\_  
Minor's DOB

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date