

## LIABILITY WAIVER, RELEASE AND INDEMNITY

In consideration of services or property provided, I the undersigned person (hereinafter "Participant"), for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge and covenant not to sue Collective MVMT, LLC and any respective owners, principals, officers, agents, advisors, employees, affiliates, members, volunteers, staff, heirs, assigns, and representatives, (collectively, the "Releasees") from any and all claims including, not by way of limitation, any claims arising from negligence of Releasees or any of them resulting in personal injury, accidents or illnesses (including death) and/or property loss arising from or relating in any way to participation in the fitness and health activities offered by Collective MVMT, LLC ("Activities") offered by , the use of facilities in connection with the Activities, and/or travel before, during or after the Activities.

This waiver and release of liability includes, but is not limited to, (a) injuries and changes to myself and/or others, including but not limited to Releasees, that may occur as a result of (i) equipment that may malfunction or break; (ii) any and all defects, latent or apparent, in the design or condition of equipment; (iii) any and all slips, falls, or dropping of equipment; (iv) any and all improper maintenance of equipment or facilities; (v) any hazardous condition that may exist on the premises, including, but not limited to, the specific workout area; and (vi) Releasees' negligent instruction or supervision; (b) damage to property, including but not limited to, equipment and the premises.

I agree to indemnify and hold harmless Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, and to reimburse Releasees for any such expense incurred in connection with or as a result of (1)(a) Participant's participation in the Activities or (b) travel associated with the Activities or (2) arising in connection with or as a result of any attempt by anyone, including, not by way of limitation, Participation or anyone claiming on Participant's behalf, to avoid the terms of this document which I freely sign.

**I have read this document in its entirety, fully understand its terms, and understand that I am giving up substantial rights – including my right to sue. I know, understand and appreciate these and other risks that are inherent in the Activities. I expressly agree and assert that participation in the Activities is voluntary and I knowingly assume all such risks and elect to proceed with the participation despite all the risks. I acknowledge that I am signing this document freely and voluntarily and intend, by my signature, the complete and unconditional release of all liability to the greatest extent allowed by law.**

"Having such knowledge, I do hereby release Collective MVMT, LLC of all liability related to injuries or accidents to myself which may occur as a result of participation in the Activity and I hereby assume all risks connected therewith and consent to participate in the Activity."

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_