

Evolve Performance-Fitness-MMA

Acknowledgement of Risk and Hold Harmless Agreement

PLEASE READ CAREFULLY!

I hereby acknowledge that I have voluntarily chosen to use the facilities and participate in the activities of the Evolve Training Center. The activities of the Evolve Training Center include but are not limited to, Fitness Classes, Sports Performance Training, Martial Arts Classes, Wrestling, Camps and Clinics, Boot Camps, Open Recreation, Personal Training, Weight Training and Conditioning (hereinafter called "activity" or "activities.")

I understand the risks involved in the activities. I recognize that each activity involves risk of injury and I agree to accept any and all risks associated with it, including but not limited to property damage or loss, minor bodily injury, serious bodily injury or death. I further recognize that my participation in the activities may lead to minor or serious bodily injury to the head, neck and back; and injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal system; injury to internal organs; and injury or impairment to other aspects of the body, general health and well being. I understand the danger and risk of participating in the activities may not only result in bodily injury, but also in impairment of future abilities to earn a living; engage in other business, social and recreational activities; and generally to enjoy life. I understand that participation in the activities involve risks incidental thereto, including but not limited to, travel to and from competitions, practices, classes; limited availability of immediate medical assistance; and the possible negligent or reckless conduct of other participants. I am voluntarily participating in the activities with the knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, bodily injury, or death.

I further recognize that the risks mentioned above may arise from, but are not limited to, the following circumstances:

Fitness and Sports Performance Classes:

Trip and fall, overexertion, improper technique, failure to follow rules, horseplay.

Martial Arts Classes and Wrestling:

Physical contact with other participants, improper technique or equipment failure, failure to follow rules, physical contact with the floor, horseplay.

Personal Training:

Failure to follow instruction or advice, improper use of equipment and errors in technique.

Resistance Training and Conditioning:

Overstraining, improper technique, equipment failures, failure to follow instruction, tripping or falling, overexertion, uncontrollable natural elements, horseplay.

I understand there are other risks not described above, not known to me now or not reasonably foreseen at this time that is associated with the activities. However, I acknowledge and accept those risks as well.

In consideration of my participation in the activities, and to the fullest extent permitted by law, I agree to indemnify, defend and hold harmless Evolve Inc, Evolve Performance and Fitness and Evolve MMA, its officers, members, directors, employees, agents, volunteers and assigns from and against all claims arising out of or resulting from my participation in the activities. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from. In addition, I hereby voluntarily hold harmless Evolve Inc., Evolve Performance and Fitness and Evolve MMA, its officers, members, directors, employees, agents, volunteers and assigns for any claim arising out of or incident to my participation in the program, **unless claim is caused by the direct and sole gross negligence or willful misconduct of Evolve Inc., Evolve Performance and Fitness or Evolve MMA.**

I also understand that Evolve Inc., Evolve Performance and Fitness and Evolve MMA strongly recommends that I consult with a physician prior to engaging in strenuous physical activity. I also acknowledge that I am in good or reasonable physical condition to engage in strenuous physical activity. If my physical condition changes at any time, I will voluntarily withdraw from the activities.

I further understand that this acknowledgement of risk and hold harmless is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

I agree that this acknowledgement of risk and hold harmless is effective for as long as I participate in the activities.

Name (print): _____

Signature: _____

Witness: _____

If participant is under the age of 18, agreement must be signed by a parent or legal guardian. Please print participants name and age below. Parent or guardian must print and sign.

Participant Name: _____

Participant Age: _____

Parent or Guardian Name (print): _____

Parent or Guardian (signature): _____

Date: _____

Witness (signature): _____