

PARTICIPATION AGREEMENT, RELEASE AND ASSUMPTION OF RISK (THE AGREEMENT) - LEGENDARY FITNESS, LLC

In consideration for gaining access to N50 W13740 Overview Drive, Menomonee Falls, WI 53051 (the "Location") and engaging the services of Legendary Fitness, LLC, Trevor Paull, Sara Paull, their agents, owners, officers, directors, representatives, assigns, affiliates, volunteers, employees, insurers, and all other persons or entities acting in any capacity on their behalf, (herein after collectively referred to as "LEGENDARY FITNESS"), I, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers, agree as follows:

(Initial Here) I acknowledge that obstacle course racing is an inherently dangerous activity and my participation in LEGENDARY FITNESS activities entails known and unanticipated risks that could result in physical or emotional injury, including, but not limited to broken bones, sprained or torn ligaments, paralysis, death or other bodily injury or property damage to myself, my child(ren), or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. I expressly agree and promise to accept and assume all of the risks existing in this activity. My and/or my child(ren)'s participation in this activity is purely voluntary and I elect to participate, or allow my children to participate, or allow my children to participate in spite of the risks. If I and/or my child(ren) are injured, I acknowledge that I or my child(ren) may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. I UNDERSTAND THAT LEGENDARY FITNESS WILL NOT PAY FOR ANY COST OR EXPENSE INCURRED BY ME IF I AND/OR MY CHILD ARE INJURED UNLESS SUCH INJURY WAS CAUSED BY GREATER THAN ORDINARY NEGLIGENCE OF LEGENDARY FITNESS. In consideration of LEGENDARY FITNESS allowing my participation in activities, I for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or any assigns, further agree that except in the event of LEGENDARY FITNESS gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against LEGENDARY FITNESS for any economic and non-economic losses due to bodily injury, death, property damage sustained by me and/or child(ren) that are in any way associated with LEGENDARY FITNESS activities. Should LEGENDARY FITNESS or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I for myself and on behalf of my child(ren), and/or legal wards, heirs, administrators, personal representatives or assigns, agree to indemnify and hold them harmless for all such fees and costs.

(Initial Here) I certify that I am physically able to participate in all activities at the Location without aid or assistance. I further certify that I am willing to assume the risk of any medical or physical condition that I may have. 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. If there are any disputes regarding this agreement, I on behalf of myself and/or my child(ren) hereby waive any right I and/or my child(ren) may have to a trial and agree that such dispute shall be brought within one year of the date of this Agreement and will be determined by binding arbitration before one arbitrator. I further agree that the arbitration will take place solely in the state of Wisconsin and that the substantive law of Wisconsin shall apply. If, despite the representations made in this agreement, I or anyone on behalf of myself and/or my child(ren) file or otherwise initiate a lawsuit against LEGENDARY FITNESS, in addition to my agreement to defend and indemnify LEGENDARY FITNESS, I agree to pay within 60 days liquidated damages in the amount of \$5,000.00 to LEGENDARY FITNESS. Should I fail to pay this liquidated damages amount within the 60 day time period provided by the Agreement, I further agree to pay interest on the \$5,000.00 amount calculated at 12% per annum.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST LEGENDARY FITNESS ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I UNDERSTAND THIS AGREEMENT AND I VOLUNTARILY AGREE TO BE BOUND BY ITS TERMS.

I further certify that I am the parent or legal guardian of the child(ren) listed below on this Agreement or that I have been granted power of attorney to sign this Agreement on behalf of the parent or legal guardian of the child(ren) listed below.

→ _____ **Parent/Legal Guardian/Participant's Signature (if 18 or older)** _____ **Date**

Print First Name	Print Last Name	Date of Birth
Email Address	Cell Phone	Do NOT add me <input type="checkbox"/> to the LF mailing list
Emergency Contact	Emergency Contact Phone Number	

Must be completed for participants under the age of 18 (Print up to four names/birthdates below of children of the SAME parent or legal guardian.)

Print First Name	Print Last Name	Date of Birth
Print First Name	Print Last Name	Date of Birth
Print First Name	Print Last Name	Date of Birth

MEDIA AUTHORIZATION AND RELEASE

I, _____ ("Customer"), am a Customer of LEGENDARY FITNESS, LLC ("Legendary"), and hereby authorize Legendary to utilize my name, likeness, statements and/or testimonials regarding Legendary in Legendary's print, television, internet, and radio advertisements. I understand that my statement and/or testimonials may be used in connection with publicizing and promoting Legendary. I hereby irrevocably authorize Legendary to copy, exhibit, publish or distribute my name, likeness, statements and/or testimonials for purposes of publicizing Legendary or any other lawful purpose. I agree that I will make no monetary or other claim against Legendary for the use of my name, likeness, statements and/or testimonials. In addition, I waive any right to inspect or approve the finished product. I hereby hold harmless and release Legendary from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators or any other persons acting on my behalf or on the behalf of my estate have or may have by reason of this authorization.

As applicable, I acknowledge and agree that this Authorization And Release satisfies the requirements of §214.37(4)(L) of the Wisconsin Statutes for the limited purpose set forth herein.

I understand that this Authorization And Release contains the entire agreement between me and Legendary with respect to the subject matter of this Authorization And Release and supersedes all prior agreements and understandings, oral or written, between myself and Legendary with respect to the subject matter of this Authorization And Release.

This Authorization And Release is executed voluntarily and without duress or undue influence. I acknowledge that I have read this Authorization And Release and have executed it with my full and free consent.

Customer Signature: _____ Date: _____