

I, _____, through the purchase of training sessions, have agreed to voluntarily participate in an exercise program, including, but not limited to, strength training, flexibility development, and aerobic exercise, under guidance of PRIDE PERFORMANCE staff. I hereby stipulate and agree that I am physically and mental sound and currently have no physical conditions that would be aggravated by my involvement in an exercise program. I have provided verification from a licensed physician that I am able to undertake a general fitness-training program.

I understand and am aware that physical-fitness activities, including the use of equipment, are potentially hazardous activities. I am aware that participating in these types of activities, even when completed properly, can be dangerous. I agree to follow the verbal instructions of issued by the trainer. I am aware that potential risks associated with these types of activities include, but are not limited to: death, fainting, disorders in heartbeat, serious neck and spinal injuries that may result in complete or partial paralysis or brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of musculoskeletal system, and serious injury or impairment to other aspects of my body, general health, and well-being.

I understand that I am responsible for my own medical insurance and will maintain that insurance throughout my entire period of participation with Pride Performance. I will assume any additional expenses incurred that go beyond my health coverage. I will notify PRIDE PERFORMANCE staff of any significant injury that requires medical attention (such as emergency care, hospitalizations, etc.)

PRIDE PERFORMANCE or I will provide the equipment to be used in connection with workouts, including, but not limited to, yoga/Pilates mat, yoga blocks, pads, towels, heart rate monitors, and similar items. I represent and warrant any and all equipment I provide for training session is for personal use only. PRIDE PERFORMANCE has not inspected my equipment and has no knowledge of its condition. I understand that I take sole responsibility for my equipment. I acknowledge that although PRIDE PERFORMANCE takes precautions to maintain the equipment, any equipment may malfunction and/or cause potential injuries. I take sole responsibility to inspect any and all of my or Pride Performance's equipment prior to use.

Although PRIDE PERFORMANCE will take precautions to ensure my safety, I expressly assume and accept sole responsibility for my safety and for any injuries that may occur. I hereby agree conduct myself in a responsible manner and will refrain from engaging in appropriate conduct that would interfere with the peaceful use and enjoyment of the facility by other users.

I hereby grant Pride Performance permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of Pride Performance and will not be returned. I hereby irrevocably authorize Pride Performance to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

In consideration of the acceptance of this entry, I for myself and for my executors, administrators, and assigns, waive and release any and all claims against PRIDE PERFORMANCE and any of their staffs, officers, officials, volunteers, sponsors, agents, representatives, successors, or assigns and agree to hold them harmless for any claims or losses, including but not limited to claims of negligence for any injuries or expenses that I may incur while exercising or while traveling to and from training sessions. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with Pride Performance.

I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress.

HAVING READ THE ABOVE TRAMS AND INTENDING TO BE LEGALLY BOUND HEREBY AND UNDERSTANDING THIS DOCUMENT TO BE A COMPLETE WAIVER AND DISCLAIMER IN FAVOR OF PRIDE PERFORMANCE, I HEREBY AFFIX MY SIGNATURE HERETO.

Participant's Name (please print clearly)

Date: _____

Participant Signature

Participant's Address(please print clearly)

Emergency Contact

Phone Number

Date: _____

Parent/Guardian signature (if applicable)

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION
AGREEMENT FOR COMMUNICABLE DISEASES
MACKAY ENTERPRISES, LLC**

In consideration of being allowed to participate in any way in MacKay Enterprises, LLC athletic program and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious and/or communicable diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS MacKay Enterprises, LLC their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of Participant: _____

Participant Signature: _____ Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of Parent/Guardian: _____

Parent/Guardian Signature: _____

Date signed: _____