

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

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Today's Date	First Name	M.I.	Last Name	Age
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Street Address				
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City	State	Zip Code		
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Cell Phone Number		Home Telephone Number		
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Signature		Email Address		

**THIS RELEASE IS A BINDING LEGAL CONTRACT, PLEASE READ IT CAREFULLY BEFORE SIGNING,
*PLEASE PRINT ALL OF THE REQUIRED INFORMATION LEGIBLY**

The undersigned individual desires to train with ELEVATE Human Performance LLC and their facilities (the "Facility") operated (Leased or Rented) by ELEVATE Human Performance LLC (hereinafter EHP LLC). In consideration for permitting me to use the Facility, I have agreed to execute the Agreement to Release of Liability and Assume Risks as a Condition to the Use of Facility (the "Release"). I acknowledge that using the Facility operated by EHP LLC, and participation in any Fitness Program, involves certain inherent risks, including (without limitation) the risk of death, serious personal injury and damage and/or loss to personal property. I agree to assume all such risks, as well as any other risks involved in using the Facility. I also agree to release and discharge EHP LLC and persons or entities that might have any liability whatsoever to the undersigned (collectively, the "Released Parties"), from and against any and all damages, actions, claims and liabilities of any nature, specifically including, but not limited to, damages, actions, claims and liabilities arising from or related to product liability in connection with equipment used at the Facility and/or the negligence of the Released Parties. I further agree to indemnify, hold harmless and defend EHP LLC and each of the other Released Parties from and against any loss, damage, liability and expense, including costs and attorney's fees, incurred by EHP LLC or any of the other Released Parties caused by my using the Facility or any other activity sponsored by or involving EHP LLC. I hereby acknowledge that a digital copy or photocopy of this Release or a digitally captured signature authorizing this Release will carry the same force and effect of an original Release. The undersigned agrees that laws of the State of Texas shall govern the rights and obligations of the parties to this Release and the interpretation, construction and enforceability thereof. I agree that any lawsuit brought against any Released Parties shall be brought solely in any State or Federal court located in Brazos County, Texas. The undersigned further agrees that, in the event any provision of this Release is found to be, by a court or other legal authority of competent jurisdiction, to be invalid or otherwise unenforceable, that the remaining provisions shall remain to be valid and enforceable to the fullest extent permitted by law.

I understand that, from time to time, EHP LLC may post or promulgate rules and regulations concerning the use of the Facility (the "Rules"). I acknowledge that these Rules exist for my well-being and enjoyment, as well as the well-being and enjoyment of others, while using the Facility. I hereby agree to obey and abide by all such Rules. In any event, I assume all risks associated with failure to comply with the Rules. Any failure to comply with the Rules will be at my own peril. I understand that I should consult a doctor before beginning any strenuous exercise or physical activity. The undersigned acknowledges that the Released Parties make no warranty with respect to the equipment or other products furnished at the Facility, whether expressed or implied, including, but not limited to an implied warranty of merchantability or fitness for a particular purpose.