



Waiver of Liability, Indemnity Agreement, and Assumption of Risk

Waiver: In consideration of using the services of First Responders For Fitness (referred to as FR4F), on behalf of myself, my heirs, personal representatives, or assigns, I do hereby release, waive, discharge, and covenant not to sue FR4F, its owner, officers, employees, volunteers, partners, affiliates, sponsors, and agents, from liability from any and all claims arising from the ordinary negligence of FR4F or any of the aforementioned parties. This agreement applies to 1) personal injury (including death) from accidents or illnesses arising directly or indirectly from participation in activities directed, suggested, or planned by FR4F including, but not limited to, organized activities, classes, instruction, observation, consultations, related activities in a non-supervised setting, and use of facilities, premises, or equipment; and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification and Hold Harmless:

I also agree to hold harmless and indemnify FR4F, its owner, officers, employees, volunteers, partners, affiliates, sponsors, agents, and insurance carriers from all claims (whether initiated by me or by a third party) and to reimburse them for any expenses incurred as a result of my involvement with FR4F. I further agree to pay all expenses, including court costs and attorneys' fees, incurred by FR4F and the aforementioned parties in investigating and defending a claim or suit resulting from my participation in any FR4F activities.

Assumption of Inherent Risks:

Fitness and conditioning activities, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care the fitness professional takes to prevent injuries. Some of these activities involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity that places stress on the cardiovascular system. In addition, some activities may involve equipment and/or complex machines, all of which have the potential of malfunctioning or causing injury. FR4F strongly recommends consulting a physician prior to engaging in any fitness or conditioning activity.

Severability and Venue:

I further expressly agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Michigan and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in the District Court or the Federal Court residing where the incident occurred.

Acknowledgment of Understanding:

I have read this waiver of liability, indemnification, and assumption of inherent risks agreement and fully understand its terms. I understand I am giving up some rights, including my right to sue. I hereby assert that my participation is voluntary and I knowingly and willingly assume all such risks. I understand the demands of those activities relative to my physical condition and skill level, and I recognize the types of injuries that may occur as a result of activities made possible by FR4F. I acknowledge I am accepting this agreement freely and voluntarily, and intend my online check mark to be a complete and unconditional release of all liability for injury resulting from ordinary negligence to the greatest extent allowed by law in the State of Michigan. I further confirm all information on my registration form is true, accurate, and that I am the actual individual as stated on the form.