

Waiver of Liability and Release Agreement

THIS DOCUMENT INCLUDES IMPORTANT INFORMATION REGARDING YOUR PARTICIPATION IN FORT FREEDOM. PLEASE READ CAREFULLY, COMPLETE, AND INITIAL EACH SECTION BEFORE SIGNING.

I, _____, have agreed to participate in the program offered by Fort Freedom, including, without limitation, exercise training at the Fort Freedom facility (the "Program").

In consideration for my participation in the Program and in return for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, I hereby represent and agree as follows:

- _____ 1. I acknowledge that I should consult with my physician before beginning any exercise program, including the exercise training that is part of the Program. I further acknowledge that I have either had a physical examination by my physician and was given permission to participate in the Program, or that I have determined to participate in this Program without the approval of my physician. I voluntarily assume all responsibility for my participation in the Program, including, without limitation, all exercise activities that are part of the Program. This assumption of responsibility includes, but is not limited to, my use of any equipment or machinery related to or in connection with the Program.
- _____ 2. I certify that I am not aware of any medical condition, physical impairment, injury, or illnesses which would render me unfit to participate in the Program, including, but not limited to, all exercises and activities that are part of the Program. I will inform Fort Freedom immediately of any change in my medical condition.
- _____ 3. I agree that if I experience symptoms while participating in the Program, including, but not limited to, shortness of breath, chest pain, unusual fatigue, dizziness or fainting, or extreme pain, whether or not I am under the direct supervision of my trainer, I will immediately stop exercising and inform a representative of Fort Freedom of my symptoms.
- _____ 4. I understand and agree that neither Fort Freedom, nor any of its members, officers, directors, managers, coaches, trainers, employees, participants, volunteers, sponsors, advertisers, agents, attorneys, lessors, insurers, and the heirs, agents, successors, or assigns of any of the foregoing (collectively, the "Fort Freedom Parties"), may be held liable for any claims or causes of action. They might misjudge the weather, surfaces, or other environmental conditions; however, it is up to me and not Fort Freedom to discontinue activity if I feel that the environment, a physical condition, the actions of me or others, or any other reason, prohibits safe training. It is my responsibility to inspect and carefully consider the premises, facilities and equipment designated for use in the Program before I engage in any activity or exercise. By participating in any activity or exercise, I will be deemed to voluntarily find and accept the activity as being safe and reasonably suited for use or participation by me.
- _____ 5. I voluntarily assume full responsibility for my conduct and safety at all times while I am a participant in the Program, whether or not in actual participation in the Program and/or during any training at Fort Freedom or any other site.

_____ 6. I, the undersigned, acknowledge that there are inherent and significant risks involved in all aspects of the Program, including, without limitation, bodily injury, disability, and/or death. The risks associated with the Program include, but are not limited to, falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains; sprains; slips and falls; falling from equipment; rope burns; pinches, scrapes; twists; scratches; bruises; lacerations; fractures; concussions; broken bones; muscular soreness; musculoskeletal injuries including head, neck, and back; injuries to internal organs; emotional and psychological injuries; or physical damage associated with this activity. THESE INJURIES CAN OCCUR SUDDENLY AND WITHOUT WARNING, AND MAY RESULT IN DEATH. I AM VOLUNTARILY PARTICIPATING IN THIS TRAINING PROGRAM WITH KNOWLEDGE OF THE DANGERS INVOLVED, AND I HEREBY AGREE TO VOLUNTARILY ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH AND VERIFY THIS STATEMENT BY PLACING MY INITIALS ABOVE.

_____ 7. FOR AND IN CONSIDERATION OF PERMITTING ME TO PARTICIPATE IN THE PROGRAM, I, FOR MYSELF AND FOR MY HEIRS, BENEFICIARIES, AND PERSONAL REPRESENTATIVES, HEREBY RELEASE AND FOREVER DISCHARGE FORT FREEDOM PARTIES FOR ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, RIGHTS, ACTIONS, CAUSES OF ACTION, EXPENSES, AND SUITS OF ANY KIND WHATSOEVER, FORESEEN OR UNFORESEEN, FOR PERSONAL INJURY, WRONGFUL DEATH, DAMAGE TO PROPERTY, OR OTHERWISE RESULTING FROM MY PARTICIPATION IN THE PROGRAM AND/OR THE ACTS OR OMISSIONS OF ANY OF FORT FREEDOM PARTIES, INCLUDING ANY AND ALL NEGLIGENT ACTS, WHETHER ACTIVE OR PASSIVE, IRRESPECTIVE OF WHETHER SUCH INJURIES, DEATH, OR DAMAGES OCCUR DURING TRAINING OR THEREAFTER

_____ 8. The participant recognizes that there is risk involved in the types of activities offered by Fort Freedom. Therefore, the participant voluntarily accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his or her negligence. Should the above-mentioned parties or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Fort Freedom PARTIES from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Fort Freedom, at the main building or abroad. This includes, but is not limited to, parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by Fort Freedom.

_____ 9. In consideration of participation in the Program, I agree and understand that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including in Florida. I agree and understand that while present at Fort Freedom, I may be in contact with staff, vendors and other veterans who are also at risk of community exposure of COVID-19. I agree and understand that no reasonable restrictions, guidelines, or practices will remove the risk of exposure to, or infection from, COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense of any kind, that I experience or incur in connection with my stay at Fort Freedom ("COVID-19 Claims"). I hereby release, covenant not to sue, discharge, indemnify, and hold harmless the Fort Freedom Parties of and from the COVID-19 Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of relating thereto. I understand and agree that this release includes any claims based on actions, omissions, or negligence of the Fort Freedom Parties, its employees, agents, and representatives,

_____ whether a COVID-19 exposure or infection occurs before, during, or after participation at Fort Freedom. For the avoidance of doubt, the release and indemnification provided for in paragraphs 7 and 8.

_____ 10. The UNDERSIGNED acknowledges and agrees that this Participation, Release and Waiver Agreement is a voluntary, arms' length agreement involving purely private interests, and not any matters of interest to the public or any governmental entity.

_____ 11. THE UNDERSIGNED expressly agrees that this Participation, Release and Waiver Agreement shall be interpreted under the laws of the State of Florida and is intended to be interpreted as broadly as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THE TERMS OF THIS PARTICIPATION, RELEASE AND WAIVER AGREEMENT. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THE TERMS OF THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE AND THE RIGHT TO RECOVER DAMAGES FROM SJP IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT THE FACILITIES OR AS A RESULT OF PARTICIPATION IN ANY SJP PROGRAM, SERVICE, OR ACTIVITY, AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM.

Signature of Client

Date