



Waiver, Informed Consent, and Covenant Not to Sue

In consideration of my request to participate in the activities, events, competitions, or programs at Elite Athletic Services LLC d/b/a Obstacle Athletics ("OA"), I, the undersigned, agree to release, discharge, and hold harmless OA and its respective officers, owners, directors, representatives, employers, employees, volunteers, contractors, sponsors, advertisers, agents, heirs, successors, and assigns, from any and all claims, demands, damages, costs (including court costs, arbitration costs, and attorney's fees), rights of action or causes of action, present or future, arising out of or connected with my participation in this or any program at OA including any injuries resulting therefrom. This waiver and release of liability includes without limitation, injuries which may occur as the result of (1) any equipment malfunction, problem, or discharge, (2) any slip, fall, drop or other physical action, and (3) any instruction or supervision or lack thereof.

Assumption of Risk

I, the undersigned, recognize that participation at OA will be inherently difficult, strenuous, and potentially hazardous, and that there are dangers in these activities for individuals of nearly every skill talent and athletic prowess. Obstacle training is not for novice athletes, and concerns activities that test the boundaries of physical and mental capabilities of the participants. I understand that as a result of my participation at OA, I could suffer an injury or physical ailment including but not limited to sprains, strains, contusions, wounds, fractures, overuse syndrome, rhabdomyolysis, internal injuries, concussions, partial or total paralysis, and/or death. I assume these risks and understand the unique and dangerous nature of the physical activity that could potentially be available at OA. I retain the right, at any time before any exercise or activity, to inspect the obstacles and equipment available at OA, and that by deciding to use that equipment I recognize the state of the equipment or obstacle and that I elect to proceed on such equipment or obstacle fully aware of the risks. I recognize that I can expressly decline to use any obstacle, equipment, or activity that I believe I am not physically capable of performing or that may result in a high risk of potential injury. I alone am able to make the best assessment of my abilities and athletic prowess, and have in no way relied on any assessment from OA or any of its owners, employees, volunteers, and contractors in participating in any program, performing any activity, or utilizing any equipment.

I recognize that an examination by a physician or doctor of my choosing is highly recommended and encouraged prior to involvement in any activities at OA. I attest that I am in good health and am free from all illnesses, injuries, or abnormalities that could interfere with my safe participation, and that I am physically fit and sufficiently trained to participate in activities at OA, which I do voluntarily. I further certify and represent that on any date of participation in activities at OA, I will possess and be covered by medical/health insurance as an individual or part of an organization.

I have been fully informed of the health risks involved in any and all activities at OA, and I knowingly agree to accept responsibility and assume all such risks for my participation. I agree to comply with all stated and customary terms and conditions for participation, including the observation of any unusual or inherent hazard that makes me feel uncomfortable to participate in.

I consent to administration of first aid and other medical treatment in the event of any injury or illness to myself sustained during activity at OA, and hereby release and indemnify them from any and all liability or claims arising out of such treatment.

Arbitration

Without waiving or otherwise impairing the covenants and releases set forth herein, I agree to binding arbitration any claims I have toward OA for any injury or any issue related to my participation or membership at OA, through the American Arbitration Association with such proceeding to occur in Suffolk County, New York. I further agree to waive any rights I may have to a jury trial, and agree to bring any proceeding or allegation in arbitration and I will be required to pay the fully costs related to the administration of the arbitration. In the event I lose any claim, I will pay all attorney's fees, costs, and expenses incurred by OA, its principals, owners, agents and employees in defending such action, proceeding, or arbitration.

Image Release

I hereby irrevocably grant permission for OA to create unlimited photographs, audio and video recordings, and any other depictions of me and my likeness with regard to my participation and exercise at OA, at its facilities, on its equipment, or in connection with my membership with OA. I allow OA to fully use, reproduce, sell, broadcast, and distribute these recordings for any legitimate use OA finds appropriate, in perpetuity and waive any and all moral rights with respect hereto. I also understand I shall not ever be entitled to any compensation from their use.

IF ANY TERM, CLAUSE, OR PROVISION HEREOF IS HELD INVALID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, SUCH INVALIDITY SHALL NOT AFFECT THE VALIDITY OR OPERATION OF ANY OTHER TERM, CLAUSE, OR PROVISION AND SUCH INVALID TERM, CLAUSE OR PROVISION SHALL BE DEEMED TO BE SEVERED. THIS DOCUMENT SHALL BE CONSTRUED, INTERPRETED, AND ENFORCED WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS TERMS, AND THAT I AM WAIVING SUBSTANTIAL RIGHTS TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST OBSTACLE ATHLETICS BY SIGNING IT, WHICH I DO SO FREELY, VOLUNTARILY, AND WITHOUT ANY INDUCEMENT.

Participant's printed name

Email

Participant's signature (parent/guardian if under 18)

Date