

INDEPENDENT IRON LLC WAIVER AGREEMENT

Why You're Reading This Document

The purpose of this release and waiver (the "Waiver") is to communicate the risks of training fitness together, either in person or online, and have you release Independent Iron LLC of any liability. Please be aware that if you do not sign this Waiver and agree to its terms, we will not let you participate in the training.

If you are under the Age of Majority in the State of Oregon (18 years old), your legal guardian must also sign this Waiver on your behalf.

PLEASE READ CAREFULLY, UNDERSTAND FULLY, AND ASK QUESTIONS IF ANYTHING IS UNCLEAR. WE ARE HERE TO SUPPORT YOU. MAKE SURE YOU UNDERSTAND THIS WAIVER. BY SIGNING THIS YOU AGREE YOU ARE SIGNING AWAY YOUR LEGAL RIGHTS AND YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

1. Parties. We will refer to Independent Iron, a Limited Liability Company registered in the State of Oregon, as "Independent Iron", "us" or "we" and we'll refer to you, the undersigned (electronically or by hand) or person who has clicked "I Agree" to this Waiver, as "you" or "your".

2. The Activities. You will be participating in fitness training at Independent Iron which may involve but is not limited to the following activities (the "Activities"):

2.1 Strength, fitness and flexibility training, core exercises, high intensity exercises, body weight exercises, locomotor movements, stretching and resistance exercises, strength exercises, mobility, range of motion exercises.

2.2 The Activities also apply to any fitness training which is made available for online streaming and participation. As these Activities will be taking place outside of Independent Iron's facilities, we need you to acknowledge that you are responsible for the safe facilitation of the Activities.

3. Equipment. In the course of the Activities, you will use a variety of equipment (the "Equipment"), which may include but is not limited to: free weights, barbell, treadmill, resistance bands, dumbbells, kettlebells, fitness balls, pull-up bar, TRX, medicine balls, rowers, bikes, ropes, boxes, rings and mats. Please do not use any equipment not provided by Independent Iron.

4. Inherent Risks. You understand that participating in the Activities poses inherent risks, some more obvious/serious than others. These risks can result in serious harm and injuries that could change your quality of life and, in very rare and extreme circumstances, may even result in death.

4.1 Injuries include but are not limited to things like muscle tears, strains and other musculoskeletal injuries, sprains, broken bones, cardiovascular complications, dehydration, dizziness and fainting.

4.2 Exposure to and contraction of COVID-19 or other communicable diseases passed on via other participants and use of shared space, surfaces, or Equipment.

4.3 There are additional risks posed by participating in the Activities online, as there is no in-person supervision or space provided for you, and you will therefore need to ensure the safety of the Activities, using your judgment how to best practice them, not pushing yourself too far or attempting anything you feel unsure how to perform.

5. Affirmation of Health. By participating in any Activities at Independent Iron, you affirm that you have sought medical advice regarding your fitness. If you have not sought such advice, you must be certain that your medical and fitness levels are sufficient to participate in fitness training.

5.1 COVID-19 / Infectious Disease. Amidst the current developments surrounding communicable diseases, you acknowledge that every time you participate in the Activities you are affirming that you are healthy and that you do not present an increased risk due to COVID-19 or other infectious diseases. If you are suffering from symptoms of a communicable disease or are unsure of your health and ability to practice the Activities, please consult with your doctor and we urge you not to visit our studio or participate in our Activities. We are all in this together and it is important that we follow guidelines on social distancing, hygiene practices, and act with kindness and responsibility towards each other in order to ensure everyone's safety.

6. Voluntary Assumption of Risk. You have read this Waiver and understand the risks of participating in the Activities with Independent Iron. Your signature below, electronic signature or clicking 'I Agree', and your participation in the training at Independent Iron illustrates your voluntary participation and assumption of the risks of the Activities.

7. Release, Waiver and Indemnity. You hereby release Independent Iron LLC, its members, directors, officers, contractors, employees, volunteers, agents, executors, administrators, successors, family members and assigns (the "Released Parties") from any liability and damages arising from death or personal injuries, including the contraction of COVID-19 or other communicable diseases, however caused including as a result of Independent Iron's negligence, during your participation in the Activities at Independent Iron. You are releasing the Released Parties at your own risk and you agree to forfeit any and all forms of legal recourse which may be available to you, including but not limited to any form of damages, as a result of your participation in the Activities. You agree that these provisions above apply to you, your family, heirs, executors or anyone else who may be able to bring a legal action on your behalf in the future.

8. Media Release. By being a client at our gym, you agree to grant us the irrevocable right to use your image, likeness, photographs, video content, audio recordings of you captured in our studio or that you share with us online (via your own or others posting of you) as part of our online streaming, marketing and sales throughout the world and in perpetuity. You also release us from all claims you may have relating to the use mentioned in this section. Please let us know if you ever want us to stop using an image of you.

9. Continued Agreement. Agreement to this Waiver will act as your continued agreement to all ensuing classes, sessions and/or workshops whether in person, online, or via video conferencing tool.

10. General Legal Provisions. Jurisdiction. This Waiver will be governed exclusively by the laws of the State of Oregon. If any provisions of this Waiver are invalid or unenforceable, the other provisions in the Waiver will remain in full force and effect. Entire Agreement. This Waiver constitutes the entire agreement between the parties and replaces any prior agreements. Headings. The headings used in this Waiver are for stylistic purposes only and none of the content in the headings are intended to be legally binding. Online Agreement. We agree that this Agreement may be signed electronically or agreed to by having you click "I Agree", the effect of which will be the same as if signed by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement.

You agree that you have read this Waiver and fully understand its contents and voluntarily agree to be bound to all of its terms.

Printed name _____

Signature _____ Date _____

Signature of parent or guardian if the participant is a minor
