

## Personal Information

Name: \_\_\_\_\_ DOB: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_ Payment Method: \_\_\_\_\_

In case of emergency, I would like Nine27 Athletics to call:

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Number: \_\_\_\_\_

### ASSUMPTION OF RISK, WAIVER, and LIABILITY RELEASE

This Assumption of Risk, Waiver, and Liability Release (the "Agreement"), is entered into between Nine27 Athletics, LLC (hereinafter "Nine27 Athletics"), and \_\_\_\_\_ on the date below. I, the undersigned individual, acknowledge and agree to the following terms and by participating in any Activity hosted or organized by Nine27 Athletics or its agents, including, without limitation, classes, workouts, competitions, and similar events (the "Activity" or the "Activities"), I expressly agree to be bound by the following terms:

**Assumption of Risk.** I acknowledge that participation in or attendance at any Activities involves inherent risks and dangers of accidents, personal and bodily injury (including death), and property loss or damage. These may result from my own actions or inactions, as well as the actions or inactions of others (including Nine27 Athletics), and the condition of the facilities and equipment. Further, there may be other risks not known to me and not reasonably foreseeable at this time. I understand and acknowledge that pre-existing physical conditions could be affected or aggravated by my participation in the Activities. By participating in such the Activities, I acknowledge that I may be endangered. I hereby represent to Nine27 Athletics that a medical doctor has cleared me for all physical activity and has approved my participation in the Activities. I have considered the nature and extent of the risks involved, and I voluntarily choose to assume all such risks, both known and unknown, even those risks that result from the negligence of the Released Parties (defined below) or others and assume full responsibility for my participation in any Activities. I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of Nine27 Athletics or its on-site personnel, I require medical care. I agree and acknowledge that the Released Parties are under no obligation to provide such medical treatment. I further agree to pay all costs associated with such medical care and to indemnify and hold harmless the Released Parties from any costs or claims arising from such medical care. I acknowledge that any injuries that I sustain may be compounded by negligent first aid or emergency response of the Released Parties or other individuals or medical or emergency personnel.

**Release from Liability.** I, for myself and on behalf of my heirs, spouse (or registered domestic partner), estate, insurers, successors, and assigns (collectively, the "Releasing Parties"), hereby fully and forever release and discharge Nine27 Athletics and its respective affiliated companies,

officers, members, managers, directors, parents, investors, employees, agents, distributors, representatives, contractors, successors, assigns, and insurers, as applicable; all Activity sponsors, advertisers, volunteers, and staff (as applicable for events such as competitions); and all owners or lessors of premises used in connection with the Activities (collectively the “Released Parties”) from any and all claims or causes of action, now known or hereafter known in any jurisdiction throughout the world, I may have, including, without limitation, claims for personal or bodily injury, disability, death, loss, or damage to person or property, or any other claims relating in any way to Activities, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.

**Indemnification.** I agree to indemnify, defend, and hold harmless the Released Parties, jointly and severally, from and against any and all claims, actions, demands, rights, losses, costs, damages, expenses, settlement, judgments, causes of action, and liabilities of any kind whatsoever, whether foreseen or unforeseen, including attorneys’ fees, in law or in equity, arising out of or resulting from any claim related to my participation in any Activities, including, without limitation, my breach of this Agreement, my acceptance or use of any prize I may be entitled to as a result of my participation in any contest or similar Activity hosted by Nine27 Athletics (including any tax liability in connection therewith), from any individual I invite to the Activity, or any other third party claim related to my participation in the Activity.

**Product Distribution.** Nine27 Athletics may, from time to time, distribute and/or sell dietary supplement products, apparel, accessories, and other goods (“Product(s)”). Nine27 Athletics disclaims, and I waive, all express or implied Product-related representations and warranties, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement. This disclaimer does not apply to manufacturer product warranties (if any). I acknowledge that I have been directed to always read Product labels, warnings, and follow directions on the Product label before use. I hereby waive any liability against the Released Parties for inaccuracies or misstatements related to Products.

**Authorization to Record and to Use Recordings and Name.** I hereby grant to Nine27 Athletics and its affiliates, successors, assigns, and licensees permission to film, photograph, video record, and otherwise record my image, voice, name, biographical data, or any other aspect of recording at any Activities (collectively the “Content”) and grant Nine27 Athletics the right, throughout the world, in perpetuity, to register for copyright, to use, and to assign and/or license others to use all or any portion of the results thereof (or a reproduction thereof), in all media and in any manner now known or hereafter developed without any additional consideration. I shall have no right of approval and no legal claim arising out of any use or editing of the Content or my name. Nine27 Athletics shall have no obligation to use any of the rights I grant. I represent that it is not necessary for Nine27 Athletics to obtain permission from or to pay any third party in connection with the rights granted in this paragraph. The Releasing Parties release the Released Parties from any and all claims and demands that may arise out of or in connection with the use of the Content, including, without limitation, any and all claims for libel or violation of any right of publicity or privacy.

**Governing Law & Dispute Resolution.** This Agreement is governed by the laws of the State of Texas without regard to conflicts of laws principles. In the event of any dispute between me

and any of the Released Parties, I agree to first contact Nine27 Athletics and attempt to resolve the dispute informally. If Nine27 Athletics has not been able to resolve the dispute with me informally, all actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in any Texas state or federal court sitting in Lubbock, Texas and the parties each irrevocably consents to and submits to such venue. EACH PARTY IRREVOCABLY CONSENTS TO AND SUBMITS TO (A) THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE ABOVE-NAMED VENUE, AND (B) IRREVOCABLY WAIVES, AND AGREES NOT TO ASSERT BY WAY OF MOTION, DEFENSE, OR OTHERWISE, IN ANY LEGAL PROCEEDING, ANY CLAIM THAT IT IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF THE ABOVE-NAMED COURTS, THAT ITS PROPERTY IS EXEMPT OR IMMUNE FROM ATTACHMENT OR EXECUTION, THAT THE LEGAL PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE LEGAL PROCEEDING IS IMPROPER, OR THAT THIS AGREEMENT MAY NOT BE ENFORCED IN OR BY ANY OF THE ABOVE-NAMED COURTS. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT. If any term or other provision of this agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

I have read and fully understand this Agreement and its terms, including the fact that I am giving up certain legal rights, including the right to recover damages in the case of injury, death, or property loss or damage. I sign this Agreement freely and voluntarily, without any inducement or coercion.

I certify that I am over the age 18 or I have my parent's or legal guardian's consent as indicated below.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of  
parent/guardian  
(if participant is under 18): \_\_\_\_\_

Date: \_\_\_\_\_