

WAIVER AND RELEASE AND ASSUMPTION OF RISK AGREEMENT TNT ADVENTURE, LLC

IN CONSIDERATION for being permitted to participate in the TNT Adventure, LLC Obstacle Course and in any way with TNT Fitness Results Personal Training Activities, including classes, (“Activity”), I agree:

1. I understand that the particular activities I undertake may involve, for example, adverse weather conditions, vigorous physical exercise, including by way of example running, walking, jumping, tripping, falling, climbing, and /or physical contact with others (the “Activities”); I understand that the Activities may or may not be supervised; (iii) I understand that TNT Adventure, LLC is not a health care provider and emergency care may not be immediately available in the event of an injury or health event during the Activities; and (iv) he or she is in sufficient physical condition and is physically able to undertake all the Activities and to participate in the Activities; has no disability, impairment or ailment preventing him or her from active or passive exercise, or that will be detrimental to his or her health, safety, comfort or condition if he or she does so engage or participate.
2. HEREBY RELEASES, WAIVES, DISCHARGES and COVENANTS NOT TO SUE TNT Adventure, LLC, TNT Fitness Results, LLC or any affiliate thereof, and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as “Releasees,” FROM ALL LIABILITY, TO THE UNDERSIGNED, his or her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE ACTIVITIES OCCURRING WHILE PARTICIPATING IN THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES).
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST he or she—or his or her minor child – may incur arising out of or related to THE ACTIVITIES WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES).
4. HEREBY ACCEPTS THE RISK AND ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, PARALYSIS, DEATH, OR PROPERTY DAMAGE arising out of or related to THE ACTIVITIES whether caused by the NEGLIGENCE OF RELEASEES or otherwise (BUT NOT INCLUDING INTENTIONAL OR RECKLACE ACTS OF THE RELEASEES), and furthermore acknowledges, pursuant to the recreational activities statute, Wis. Stats. §895.525, that he or she has a responsibility to act within the limits of his or her ability, to heed all warnings regarding participation in the recreational activity, to maintain control of his or her person and any applicable equipment or devices, and to refrain from acting in any manner that may cause or contribute to death or injury for himself or herself or to other persons.
5. HEREBY acknowledges that prior to signing this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, he or she had the opportunity to contact a representative of TNT Adventure, LLC to discuss and/or bargain regarding any of the terms set forth herein.
6. HEREBY acknowledges TNT Adventure, LLC’s MULTIMEDIA POLICY wherein images and audio/video recordings are periodically taken of participants, spectators and vendors at TNT Adventure, LLC events. Please be aware that these images and recordings are for TNT Adventure LLC’s use only and may be used in a variety of publications including brochures, pamphlets, web pages, flyers or video productions.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature: _____ Printed Signature _____ Date: _____

Guardian Signature (if under 18): _____ Printed Signature _____ Date: _____

PLEASE ADD ME TO YOUR EMAIL LIST FOR UPDATES & NEWSLETTERS. EMAIL: _____