

Confidential Property of TS2 Coaching

Print name: _____

Orientation/Start date: _____ Expiration date: _____

TS2 COACHING PROGRAM ACKNOWLEDGEMENT AND AGREEMENT FOR ASSUMPTION OF RISK, WAIVER AND RELEASE, INDEMNIFICATION, AND CONSENT

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

PARTICIPANTS ("ATHLETES") WILL NOT BE ALLOWED TO PARTICIPATE WITHOUT PROPER COMPLETION OF THIS DOCUMENT.

In consideration of the privileges and benefits of TS2 COACHING membership, the ability to participate in the Activities, and/or the Use of the Facilities (as defined below), I enter into this Acknowledgement and Agreement for Assumption of Risk, Waiver and Release, Indemnification, and Consent (the "Agreement") and hereby acknowledge and agree as follows:

I. DEFINITIONS:

"Activities" shall mean all programs, classes, training sessions, events, exercises, instructional sessions, practice sessions, or competitions, including but not limited to, all personal training sessions, special events, testing events, and field training exercises, offered by TS2 COACHING, USA Triathlon, any TS2 Coaching Coaching Staff and their respective LLC's, or any other entity, organization, or individual in conjunction with TS2 COACHING or offered to an Athlete as a benefit or privilege of TS2 COACHING membership.

"Recordings" means all photographs, videotapes, pictures, films, tape recordings, prints, and any other magnetic, electronic, mechanical, or digital form of communication or representation including pictures or sounds.

"TS2 COACHING" is the fitness program, including without limitation personal/group training, boot camp, field training exercises, health coaching, endurance events, and other fitness training techniques, founded by Nicolas Tranbarger. As used herein, TS2 COACHING shall include Nicolas Tranbarger and all agents, representatives, officers, directors, shareholders, principles, successors, affiliates, subsidiaries, employees, instructors, trainers, and all other persons acting on behalf of TS2 COACHING, including THRIVEFIT, LLC, Trademark Training LLC, USAT, and all coaches and their respective LLC's listed on our website.

"Use of the Facilities" means the presence on or admission to the premises or site where the Activities occur (whether interior or exterior) for participation, observation, instructional or any other purpose, use of the equipment, machines, or any other property supplied by TS2 COACHING, any other entity, organization, or individual acting in conjunction with TS2 COACHING, or as a benefit or privilege of TS2 COACHING membership.

II. ASSUMPTION OF RISK: I acknowledge and understand that my participation in the Activities or Use of the Facilities may require strenuous exercise, various degrees of skill and experience, and hazards and dangers that naturally involve the risk of serious injury and damage to the person or property, including without limitation, loss, death, or disability. I am aware that the usual risks, hazards, and dangers of injury, death or disability, and loss increase when the activity takes place outdoors. I acknowledge that my participation in the Activities and Use of the Facilities is strictly voluntary. In spite of the risks and dangers, I voluntarily assume any and all risks of injury, death, disability, loss, and damage related to participation in the Activities and Use of the Facilities. **AS SUCH, I UNDERSTAND AND AGREE THAT TS2 COACHING SHALL NOT BE LIABLE FOR ANY INJURY, INCLUDING WITHOUT LIMITATION, PERSONAL, BODILY OR MENTAL INJURY, DEATH, DISABILITY, ECONOMIC LOSS, PROPERTY DAMAGE, OR ANY OTHER DAMAGE SUFFERED BY ME IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITIES OR USE OF THE FACILITIES, WHETHER RESULTING FROM THE ACTS, NEGLIGENT OR OTHERWISE, OF THRIVEFIT, LLC OR ANYONE ELSE'S PARTICIPATION IN THE ACTIVITIES OR USE OF THE FACILITIES.**

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III. WAIVER AND RELEASE: I HEREBY AGREE TO RELEASE AND FOREVER DISCHARGE, TS2 COACHING FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITY, COSTS, EXPENSES, AND ATTORNEYS FEES WHICH ARE RELATED TO, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO MY PARTICIPATION IN THE ACTIVITIES OR USE OF THE FACILITIES, WHETHER OR NOT SUCH CLAIMS, ACTIONS, DAMAGES, LIABILITY, COSTS, EXPENSES, AND ATTORNEYS FEES ARE CAUSED BY THE ACTS OR OMISSIONS, NEGLIGENT OR OTHERWISE, OF THRIVEFIT, LLC OR ANYONE ELSE'S PARTICIPATION IN THE ACTIVITIES OR USE OF THE FACILITIES. BY THIS AGREEMENT, IT IS MY INTENTION TO SURRENDER AND WAIVE ANY RIGHTS TO SUE OR EXERCISE ANY LEGAL RIGHT TO SEEK DAMAGES FROM TS2 COACHING.

IV. INDEMNIFICATION OF TS2 COACHING: If there is any claim by anyone based on any injury, death, disability, loss or damage described here, which involves me or my acts or omissions, I hereby agree to defend, hold harmless, and indemnify TS2 COACHING against any and all claims, actions, damages, liability, costs or expenses, and attorneys fees to me or anyone else arising in connection with or out of my TS2 COACHING membership, participation in the Activities, or Use of the Facilities.

V. CONSENT TO RECORDING EVENTS: I understand that TS2 COACHING may photograph, videotape, film, or record my participation in the Activities or Use of the Facilities and hereby agree and consent thereto. I am also aware that TS2 COACHING may use, publish, transmit, transfer, or reproduce such recordings for promotional, marketing, educational, or instructional purposes, or any other purpose related to TS2 COACHING and hereby consent to such use. TS2 COACHING shall retain the rights to all recordings.

VI. CONSENT TO EMERGENCY MEDICAL TREATMENT: I give consent and permission to TS2 COACHING to obtain on my behalf any emergency medical treatment in the case of sickness, accident, or injury and to secure such medical attention at my expense. Nothing in this Agreement shall create an obligation or duty for TS2 COACHING to obtain emergency or any other medical treatment for me nor make TS2 COACHING responsible for any treatment obtained or provided hereunder.

VII. MISCELLANEOUS: (a) This Agreement constitutes the entire agreement relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether oral or in writing, regarding the subject matter. (b) This Agreement shall not be modified except in a writing signed by an authorized representative TS2 COACHING and me. (c) A waiver of a breach or delay or omission to exercise any right or remedy hereunder shall not be construed as a waiver of any subsequent breach or right or remedy. (d) If any part of this Agreement is declared invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining parts will not in any way be affected or impaired thereby, and will be interpreted, to the extent possible to achieve the purposes as originally expressed in the invalid, illegal or unenforceable provision. (e) This Agreement shall be governed by and construed under the laws of the State of Indiana, U.S.A. (f) This Agreement shall be effective and shall apply to all contemporaneous and future participation in TS2 COACHING membership, the Activities, and Use of the Facilities by me. (g) The rights and obligations under this Agreement shall be binding upon and inure to the benefit of their heirs, agents, representatives, officers, directors, shareholders, principals, successors, affiliates, subsidiaries, employees, and all other persons acting on their behalf. TS2 COACHING guest instructors, student instructors, or any other entity, organization or individual assisting in the Activities or Use of the Facilities shall be express third-party beneficiaries of this Agreement. (h) If the undersigned is the personal representative or guardian of athlete signing on athlete's behalf, all references to "I," "me," "my," or "myself" shall be treated as referencing the "Athlete" or "Athlete's" and the Agreement shall be effective and enforceable against both the Athlete and his or her representative independently.

VIII. REPRESENTATIONS:

Physical Condition and Medical Advice: I represent that I am in good physical condition and have no medical reason, impairment or disability that might prevent me from participating in the Activities or Use of the Facilities. If I have any health or medical concerns, now or after I sign, I agree to discuss them with my Doctor before my participation in the Activities or Use of the Facilities.

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Limited Use: If I know or should know that I have any problem that might prevent me from participation in the Activities or Use of the Facilities and I sign or have signed this Agreement, I agree that my participation in the Activity or Use of the Facility is limited and will be limited accordingly.

IX. MEMBERSHIP RULES

Athletes agrees to abide by all TS2 COACHING rules and regulations.

X. ASSUMPTION OF RISK, WAIVER AND RELEASE, INDEMNIFICATION, AND CONSENT.

Athlete acknowledges and agrees to provisions of the Assumption of Risk, Waiver and Release, Indemnification, and Consent, attached hereto as Exhibit A.

Athlete (Signature): _____

Athlete (Print Name): _____

Witness (Signature): _____

Witness (Print Name): _____

Address: _____

City: _____ State: _____ Zip: _____

#1: Phone (circle one): Home Work Cell: (_____) _____

#2: Phone (circle one): Home Work Cell: (_____) _____

E-Mail: _____

Date of birth (month/day/year): _____ T-shirt Size: _____

Emergency contact (name) _____

Phone (circle one): Home Work Cell: (_____) _____

Parent Signature (if athlete is under 18 yr old): _____

Staff initial: _____