

WAIVER, RELEASE, AND ASSUMPTION OF RISK AGREEMENT

In consideration of me being permitted to participate in any of the services in association with LB Endurance Lab, including: (A) Physiological measuring (including, but not limited to VO2 Max, Lactate Threshold, and INSCYD analysis), (B) Use of the equipment (including, but not limited to, the Endless Pool, treadmills, bicycles or other aerobic or resistance training equipment), or (C) Coaching, instruction and/or consultation for physical and athletic performance, whether individual or as part of a group, and on or off premises, I, _____, agree and understand that:

1. (i) Participation in the services is voluntary; (ii) the services may require intense physical activity; (iii) and that such participation carries with it certain and inherent and unavoidable risks, including an increased risk of serious illness, injury, paralysis, or even death. With full awareness of such risks, I assume the risk of participating in the services. I believe that I am qualified and sufficiently fit for participation in the services and that I have not been advised against participation by a qualified health professional. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. I currently do not suffer from a physical, mental or emotional condition that would impair my ability to fully participate in the services. I hereby acknowledge that LB Endurance, LLC makes no warranties of any kind, express or implied, and does not guarantee individual results. I, not LB Endurance, LLC or its representatives, am personally responsible for the achievement of individual performance goals.
3. I am solely responsible for arranging any lodging, transportation, equipment and other related travel accommodations and all expenses needed to participate in the services ("Athlete expenses"). LB Endurance, LLC is not liable for any such Athlete expenses for any reason including, without limitation, cancellation of the services.
4. Physiological measurement performed by Aerobic or Anaerobic Threshold tests as well as the INSCYD protocol, Use of the Equipment and Instruction involve dangers and risks of serious bodily injury, including permanent disability, paralysis and death ("risks"). These dangers and risks may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of "the releasees" named below. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, costs, and damages incurred because of my participation in the Services.
5. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless LB Endurance, LLC, any respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the activity takes place (each considered one of the "releasees" herein) from liability, claims, demands, losses, or damages on my account raised or alleged to be raised in whole or in part by the negligence of the "releasees" or otherwise including negligent rescue operations and further agree that if, despite this release, I, or anyone on my behalf makes a claim against any of the Releasees named above, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.



I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid that the balance, notwithstanding, shall continue in full force and effect.

Participant Name _____ *Signature* _____ Date: _____

If Participant is under the age of 18, this release must also be signed by a parent or legal guardian:

Parent/Guardian Name _____ *Signature* _____ Date: _____

LB Endurance, LLC _____ *Signature* _____ Date: _____

MEDIA RELEASE

I _____ give permission to LB Endurance, LLC to use my likeness in all forms and media for advertising, trade, and any other lawful purposes.

I hereby irrevocably consent to and authorize LB Endurance, LLC, or anyone/or organization authorized by LB Endurance, LLC, the absolute and irrevocable right and unrestricted permission concerning any photographs and/or video that LB Endurance, LLC has taken or may take of me or in which I may be included with others, to use, reuse, publish, and republish the photographs and/or video in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including the internet, and for any purpose whatsoever, without restriction as to alteration, in connection with any use if LB Endurance, LLC so chooses, without any compensation to me.

I release and discharge LB Endurance, LLC from any and all claims and demands that may arise out of or in connection with the use of the photographs, video and/or audio, including without limitation any and all claims for libel or violation of any right of publicity or privacy. This release and authorization shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of LB Endurance, LLC, as well as the person(s) for whom took the photographs, video, and/or audio. No further claim of any kind will be made against LB Endurance, LLC, its associates, and/or clients regarding this photography/videography contract. All media will be copyrighted, owned, and controlled by LB Endurance, LLC. This release shall be binding upon me and me heirs, legal representatives, and assignees.

Participant Name _____ *Signature* _____ Date: _____

If Participant is under the age of 18, this release must also be signed by a parent or legal guardian:

Parent/Guardian Name _____ *Signature* _____ Date: _____

LB Endurance, LLC _____ *Signature* _____ Date: _____

