

# IRON SPORTS GYM

## WAIVER AND RELEASE OF LIABILITY ("AGREEMENT")

In consideration of being permitted to enter the premises, use the facilities, obstacles, or equipment, and/or observe or participate in any way in Iron Sports Company, LLC ("Iron Sports") programs, events, or activities ("Activity"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGEMENT OF ACTIVITY RISKS:** I acknowledge, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. **ASSUMPTION OF RESPONSIBILITY:** I agree that my safety is primarily my own responsibility. I agree to ensure that I know how to safely participate in the Activity and to observe any rules and practices that may be employed to minimize the risk of injury. I agree to stop and seek assistance if I do not believe I can safely continue, to limit my participation to reflect my personal fitness level, and to refrain from any actions that would pose a hazard to myself or others.
3. **UNDERSTANDING OF RISKS:** I fully understand that: a. This Activity involves risks and dangers of serious bodily injury, including the potential for permanent disability, paralysis, and death ("Risks"), and while particular rules, equipment, and personal discipline may reduce these Risks, they do exist; b. These Risks and dangers 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 Releases; c. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time.
4. **ASSUMPTION OF RISKS:** I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Releases or others, and all responsibility for losses, costs, and damages I incur as a result of my participation, or that of the minor, in the Activity.
5. **RELEASE OF LIABILITY:** I hereby release, discharge, and covenant not to sue Iron Sports Company, LLC, its affiliates, owners, directors, agents, officers, managers, partners, members, volunteers, employees, other participants, and its attorneys ("Releasees") from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releases or otherwise, to the fullest extent permitted by Texas law, including negligent rescue operations. I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I or anyone on my behalf makes a claim against any of the Releases, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as a result of such claim.

6. MEDIA RELEASE: I give permission to Iron Sports to use photographs, film footage, or video recordings that may include my image or voice, or that of the minor, while participating in the Activity, for purposes of promoting Iron Sports.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

I ACKNOWLEDGE THAT I AM AGE 18 OR OLDER, HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND I 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, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

\_\_\_\_\_  
**Participant Signature:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Participant's Guardian Signature if participant is under 18 years of age: Date**

**Participant Name (PRINT):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_ (mm/dd/yyyy)

**Email Address:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_ **Phone Number** \_\_\_\_\_