

WAIVER AND RELEASE OF LIABILITY AGREEMENT

AlphaGainz, LLC | 2031 B St, Colorado Springs, CO 80906

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1. Acknowledgment of Risk

In consideration of being permitted to enter and/or use the facilities, services, equipment, programs, or premises of **AlphaGainz, LLC** (the “Facility”), I, the undersigned (“Participant”), on behalf of myself, my heirs, executors, administrators, assigns, personal representatives, and next of kin, hereby acknowledge and agree:

I understand that participation in strength training, conditioning, athletic performance programs, personal or group training, or use of gym equipment or space entails significant risk of personal injury, illness, disability, or death. Risks include but are not limited to:

- Muscular, skeletal, or cardiovascular injuries
- Equipment misuse, malfunction, or failure
- Slips, falls, or contact with other participants
- Exposure to illness (e.g., COVID-19)
- Unsupervised activity, including 24-hour facility access

I knowingly and voluntarily assume **full responsibility for all risks**, both known and unknown, whether caused by negligence or otherwise.

2. Waiver, Release, and Indemnification

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE **AlphaGainz, LLC**, its owners, directors, employees, independent contractors, volunteers, agents, sponsors, successors, and assigns (“Releasees”) for:

- Any and all claims, liabilities, demands, damages, or causes of action
- Personal injury, death, property loss or damage
- Whether caused by negligence, active or passive, of the Releasees or otherwise

I agree to **indemnify and hold harmless** the Releasees from any claims brought by or on behalf of me or any third party, including all attorney’s fees and legal costs incurred.

3. Medical Authorization

I grant permission for AlphaGainz staff or agents to:

- Provide or obtain emergency medical treatment on my behalf
- Use CPR, AED, or other first-aid
- Share necessary health information with emergency responders

I accept full financial responsibility for any medical treatment rendered and understand I am responsible for carrying my own health insurance coverage.

4. Physical Condition and Participation

I certify that:

- I am physically fit and capable of safely participating in all Facility activities
- I will not use the Facility or participate while under the influence of alcohol, drugs, or medication that impairs my abilities
- I will abide by all posted Facility rules and staff instructions

I will immediately notify Facility staff if I observe unsafe conditions or experience injury, discomfort, or illness during participation.

5. Use of Image and Likeness

I authorize AlphaGainz to photograph, record, and publish my image, voice, or likeness for promotional, social media, and educational use. I waive any right to compensation or ownership related to such materials.

6. Unsupervised 24/7 Access (If Applicable)

I understand that AlphaGainz provides **24-hour access** to its Facility and that staff may not be present during all hours. I acknowledge that:

- I am solely responsible for my safety during unsupervised hours
- I must not admit unauthorized persons into the Facility

- Surveillance is used but does not replace staff supervision
Violation may result in immediate termination of access without refund.
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7. Property and Facility Damage

I agree to pay for any damage to Facility property caused by my actions, willful misconduct, neglect, or violation of gym rules.

8. Legal Terms and Severability

This agreement shall be governed by the **laws of the State of Colorado**. If any provision is found invalid or unenforceable, the remaining terms will remain in full force and effect. No oral modifications shall be binding.

9. Arbitration and Dispute Resolution

In the event of any dispute arising from this agreement or participation at AlphaGainz, I agree to submit to **binding arbitration** in accordance with the rules of the American Arbitration Association. Arbitration shall take place in Colorado Springs, Colorado, and I waive the right to a jury trial or class action.

10. Minor Participants (If Applicable)

If the participant is under 18 years of age, the signature of a parent or legal guardian below constitutes:

- Consent for the minor's participation
 - Agreement to all terms on behalf of the minor
 - Full assumption of risk and release of claims related to the minor
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11. Acknowledgment of Understanding

I have **read this Waiver and Release in full**. I understand its contents and voluntarily agree to its terms. I acknowledge that this document limits my legal rights, including the right to sue AlphaGainz for injuries or damages.

Participant Full Name: _____

Signature: _____ **Date:** _____

Phone: _____ **Email:** _____

Emergency Contact Name: _____

Phone: _____

If Participant is under 18:

Parent/Guardian Name: _____

Signature: _____ **Date:** _____
