

Assumption of Risk, Waiver, and Release from Liability

In consideration for the use of the property, facilities and/or services of LB Brands, its affiliated companies (the "**Company**") and PMR Performance LLC, including any travel thereto, the undersigned agrees as follows:

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- _____ 1. **RISK FACTORS.** The undersigned understands and acknowledges that the use of equipment, facilities and training provided by the Company, and any other programs and services sponsored by the Company and/or activities occurring in Company's facilities (the "**Activity**"), involves risk, including but not limited to risk of property damage, bodily injury and possibly death. These risks may result from the use of equipment or facilities, from training or activities, from the acts of others, from organization of an act or from the unavailability of emergency medical care.
- _____ 2. **ASSUMPTION OF RISK.** The undersigned hereby assumes all risks that are foreseeable and involved with or arise out of the use of the Activity, the acts of others, omission of an act or the unavailability of emergency care, including but not limited to those risk factors described in Section 1 above; provided, however, that the undersigned does not assume the risk for any injuries caused by the sole or gross negligence, or willful or wanton misconduct on behalf of any members, managers, officers, employees, agents, representatives, or volunteers of the Company.
- _____ 3. **ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES.** The undersigned hereby acknowledges knowing and understanding all policies and procedures relating to the Activity and understands that safe and proper participation in the Activity is dependent upon carefully following such policies and procedures.
- _____ 4. **PREREQUISITE SKILLS AND TRAINING.** The undersigned hereby acknowledges that he or she has the requisite skills, qualifications, physical ability and training necessary to properly undertake the Activity.
- _____ 5. **RELEASE.** The undersigned hereby releases Company and all of its present and former affiliates, members, managers, offices, employees, attorneys, agents, representatives, successors and assigns from and against any and all claims, demands, actions, causes of action, controversies, injuries, damages, losses, costs, expenses (including reasonable attorneys' fees) or liabilities of any and all kinds, whether known or unknown, arising under or in any manner relating to the Activity, including but not limited to those based on death, bodily injury, or property damage, whether or not caused by negligence or other fault of the parties being released.
- _____ 6. **WAIVER.** The undersigned hereby waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
- _____ 7. **IDEMNIFICATION.** The undersigned hereby agrees to indemnify, defend and hold harmless the Company and of its present and former affiliates, members, managers, officers, employees, attorneys, agents, representatives, successors and assigns (collectively, "**Indemnitee**") from and against any and all claims, demands, actions, causes of action, controversies, injuries, damages, losses, costs, expenses (including reasonable attorneys' fees) or liabilities arising under or in any manner relating to the Activity, including but not limited to damages to or destruction of any property of the Indemnitee or any others, injury or death to the undersigned or anyone else.
- _____ 8. **PROPERTY DAMAGE.** The undersigned hereby agrees to pay for any and all damages to any property caused by the undersigned negligently, willfully or otherwise.
- _____ 9. **REPRESENTATIVES.** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.
- _____ 10. **CONSENT FOR EMERGENCY TREATMENT.** The undersigned, as a participant in the Activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
- _____ 11. **INSURANCE.** The undersigned understands that Company does not carry participant insurance. The undersigned is encouraged to have a medical physical examination and purchase health insurance prior to any and all participation in the Activity.
- _____ 12. **ACKNOWLEDGEMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

Signature: _____ Date: _____

Print Name: _____

Parent/Legal Guardian Signature (if under 18): _____ Date: _____