

EXERCISE & PERFORMANCE STUDIO + CLINIC

This document does not remove the statutory obligations of Summit Performance nor seek to exclude litigation for gross negligence. The intent of this document is to enter into an agreement between the participant and Summit Performance acknowledging the risks associated with participation in Summit Performance prescribed activities and where applicable, includes a voluntary assumption of risk by participants.

| Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor? | NO |
|----------------------------------------------------------------------------------------------------------------------------------|----|
| Has anyone under the age of 55 who is genetically related to you | NO |
| ever had a heart attack? | |
| Do you feel pain in your chest when you are physically active? | NO |
| In the past month, have you had chest pain when you were not | NO |
| taking part in physical activity? | |
| Do you lose your balance because of dizziness or do you ever lose | NO |
| consciousness? | |
| Do you have a bone or joint problem that could be made worse by | NO |
| a change in your physical activity? | |
| Are you currently receiving medication for blood pressure or heart | NO |
| condition? | |
| Do you know of any other reason why you should not participate in | NO |
| physical activity including, any medical conditions of any kind | |
| requiring treatment of any type, any injuries of any kind, or any other | |
| reason why you should not engage in vigorous, strenuous physical | |
| activity? | |

PARTICIPANT CONSENT, WAIVER AND RELEASE FROM LIABILITY

I acknowledge that participating in activities sanctioned by Summit Performance involves a risk of personal injury to me and damage to property belonging to others and me. I knowingly and voluntarily agree to the terms and conditions outlined in this Waiver and Release from Liability.

IN EXCHANGE FOR BEING PERMITTED TO PARTICIPATE IN A SUMMIT PERFORMANCE PRESCRIBED PROGRAM, I AGREE TO THE FOLLOWING:

- 1. I am in good health, have no physical conditions that affect my ability to participate in any sanctioned activity conducted by Jeremy Rae and have not been advised otherwise by a medical practitioner.
- 2. I agree that I will immediately advise Summit Performance and its coaches if I observe any unsafe condition with grounds, facilities or equipment.



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- 3. I assume all risks associated with my participation including without limitation the risk of any negligence or recklessness by other participants. I understand that there may be risks involved which are not known to me or to Summit Performance and its coaches at this time or at the time of the activities in which I may participate, and agree to assume such unforeseeable risks.
- 4. I indemnify and hold harmless Summit Performance coaches, consultants, officers, agents and employees from and against all liability, including death, and for any claims, demands, actions, loss, and damage arising out of or in any way connected with my participation in the training program.

This Waiver is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be unenforceable shall not affect the validity of enforceability of any other provisions, which may be modified by a court having jurisdiction.

I have read this document and I understand that by signing below, I have given up substantial rights, I have voluntary signed this release, without any duress or undue pressure from Summit Performance.

| Signature |
|---------------|
| Print Name |
| Date/ |
| email address |