

# RELEASE AND WAIVER OF LIABILITY



I understand that this release and Waiver of Liability governs all rights and liabilities relating in any way to the receipt by me from Obstacle Warrior Training or O.W.T ' and G.O.A.L. High Performance Sports Specific Training and/or it's agents of services. I have read, understand and agree to be bound by the terms below.

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## Definitions

**“Services”** shall mean any and all manner of goods and services offered by O.W.T High Obstacle Warrior and Goal Performance Sport Specific Training of any other affiliates. These services, which may take the form of training, consulting, and the like, expressly include but are not limited to: evaluations, reconditioning, performance planning, performance training (including Obstacle training ,strength and conditioning training, speed and agility training, plyometric training and the like); recovery and regeneration training; sports nutrition consultation; any consultation related to any item in this list; injury reduction and treatment; technical and tactical instruction; and performance enhancement.

**“Training”** shall mean any act, omission, or other activity required of you or carried out by you in relation to services. This term shall not be limited in any way, with respect to any location site, or facility at which any activities related to the services takes place.

## Terms and Provisions

The risk of injury from participation in sporting events and other strenuous physical activity, including training, is significant, including the potential of permanent paralysis, other serious injury, and/or death. I knowingly and freely assume all such risks of participation in training, including, without limitation, risk arising from or relating in any way to the condition of the facilities, equipment and surrounding premises. I understand that O.W.T Obstacle Warrior Training, G.O.A.L and the owners, partners or staff shall in no event be responsible or liable for defective or dangerous conditions of the facility, equipment, parking lot and surrounding premises, except to the extent such conditions result from gross negligence or intentional acts. I agree that the owners, operators, partners and staff of O.W.T and/or Obstacle Warrior Training LLC and G.O.A.L. High Performance Sport Specific Training and/or G.O.A.L. Investments LLC, shall not be liable for any claims, demands, injuries, damages, actions or cause of action that arise in whole or in part due to their simple negligence. Furthermore, I forever release and discharge and agree to indemnify and hold harmless, these parties from and in relation to all claims, demands, injuries, damages, injuries, damages, actions or cause of action that arise from or relate in any way to my participation in the training. I further warrant and certify that I have no health conditions or defects that would prevent me from participating safely in the training, that I have taken every reasonable act necessary to make this warranty and certification in relation to such participation, and that I am otherwise sufficiently fit and healthy to participate.

O.W.T & G.O.A.L. and its staff will in no way be held responsible for personal items that are misplaced, lost or stolen from the premises or at off-site trainings. Please secure wallets, cell phones and items of value in your vehicle before entering the facility for training.

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Guests and children are not allowed in the training area/gym, and O.W.T /G.O.A.L. and its staff are not responsible for guests or children unattended in the lobby area. Any damages to the facility or injuries occurred are the responsibility of the client who invited/brought them to the facility/training.

I give permission for pictures, video and/or the name of myself/my child (named below) engaged in training or any activity related to Obstacle Warrior Training (O.W.T) G.O.A.L. High Performance Sport Specific Training to be used in any publication, website, flyer any/all social media sites and any other promotional use.

Participant Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Participant Signature \_\_\_\_\_

If "Participant" is under 18, parent/legal guardian signature required: Printed

Name \_\_\_\_\_

Signature \_\_\_\_\_

Email \_\_\_\_\_ Phone # \_\_\_\_\_