

# RELEASE AND WAIVER

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

In using MaxT3 or MaxT3 Digital workouts:

1. In consideration of joining the above-described event (the "Activity"), I agree and acknowledge that I am fully aware that participation in the Activity involves risks, and I accept all the risks of participating, even if the risks are created by the carelessness, negligence or gross negligence of a Released Party (as defined below) or anyone else.
2. "Claims" includes but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, personal injury or death in connection with participation in the Activity. "Released Party" means Maximized Living, or any of its affiliates, franchisees and their respective representatives, directors, officers, agents, employees or volunteer staff.
3. I agree and acknowledge that:
  - a. I am in proper physical condition to participate in the Activity, and am aware that participation could, in some circumstances, result in physical injury, serious physical injury or death.
  - b. I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured.
  - c. I am aware that if the Activity occurs outdoors, the streets adjoining the area of the Activity are open to regular vehicular traffic during the Activity and I will obey all traffic laws and regulations.
4. I accept full responsibility for any product or technology loaned to me as part of participation in this Activity and commit to return the same in good working order.
5. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released party or anyone else. Without limiting the foregoing, I further release any recourse which I may now or hereafter have resulting from any decision of any Released Party.
6. I agree not to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence or gross negligence of any Released Party or anyone else.
7. I am aware that there is no obligation for any person to provide me with medical care during the Activity. I understand and acknowledge that:
  - a. There may be no aid stations available for the Activity.
  - b. If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.
8. I am aware that it is advisable to consult a physician prior to participating in the Activity. If I have consulted a physician, I have taken the physician's advice.
9. I grant my permission to the Released Party and any transferee or licensee or any of them, to utilize any photographs, motion pictures, videotapes, recordings and other references or records of the Activity which may depict, record or refer to me for any purpose ("**Likeness**"), including commercial use by the released parties, their sponsors and their licensees. This permission is for use anywhere in the world and on the Internet and for an unlimited period of time. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of my Likeness and that I will

not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use my Likeness.

10. No warranties or representations have been made to me about the Activity which are not stated on this form. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity.
11. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
12. If the participant is under 18 years of age, the parent or guardian agrees to the following statements: As a parent or guardian of the participant child, I authorize the child to participate. I agree that in the event the participant child, or anyone acting on his or her behalf, should make any claim, I will provide the indemnity and hold harmless described in paragraph 6. In the event of a medical emergency involving the participant child and if any Released Party is unable to contact me, I agree and grant my permission that any Released Party may provide medical care to the participant child.
13. I have fully read and understand this agreement. I am aware that by signing this agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Released Party.
14. I hereby acknowledge that I may be required to use an automobile to travel to and from the Activity or as part of the Activity. I hereby acknowledge that I have the authority to use such automobile and that the automobile is fully insured for the use in the Activity. I accept full responsibility for the automobile and that use of the automobile in the Activity will be at my own risk.

**BY SIGNING BELOW, participant accepts and agrees to the terms and provisions contained in this agreement.**

Participant Name	Signature	Date
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Address

City	Province	Postal Code
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Email	(_____)_____ Phone
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Emergency Contact Name	(_____)_____ Emergency Phone
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**If Participant is under 18:**

I certify that I am the parent or legal guardian of the child named above. I confirm that I have read and understand the above consent and release and that I agree (on behalf of my child) to be bound by each of the above conditions.

Parent/Guardian Name	Parent/Guardian Signature	Date
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