

## **Shred Shed Waiver**

### **Photography/Video Release:**

Participants involved in any activities offered by The Shred Shed, LLC may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on The Shred Shed, LLC's website, social media publication or in any editorial, promotional or advertising material produced and/or published by The Shred Shed, LLC.

### **Liability Waiver and Release:**

In consideration for the right to train and exercise with The Shred Shed, LLC, I agree to the following terms:

I recognize that because the physical exercise can be strenuous and subject to risk or serious injury, or death, I have been urged to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. I agree that by participating in the physical exercise or training activities, that I am doing so at entirely my own risk, financial and otherwise. I represent that I have no medical condition that would undermine my safety in engaging in highly strenuous physical activity.

I recognize that any recommendation for changes in diet, including the use of supplements or enhancement products are entirely my responsibility and that it is my responsibility to consult a physician prior to undergoing any dietary or nutritional supplement changes.

I agree that I am using these facilities and premises at my own risk and I voluntarily assume all risks of injury, illness or death, financial and otherwise. I further acknowledge that the trainers hosting activities at The Shred Shed, LLC are independent contractors of The Shred Shed, LLC and are not under the direct programming authority of The Shred Shed and further that no systematic programming, curriculum or safety guidelines are provided directly by The Shred Shed, LLC.

I recognize that The Shred Shed, LLC is not responsible for the safety or supervision of any accompanying minor.

I recognize that The Shred Shed, LLC is not responsible for any loss of personal property.

I acknowledge that I have carefully read this waiver and understand that it is designed to be as comprehensive of a release of liability as is allowed by Indiana law. I expressly agree to release and

discharge any agent of The Shred Shed, LLC from any and all claims, causes of action relating to my physical activities or mental or emotional distress in association with The Shred Shed, LLC.

To the extent that Indiana law does not prohibit releases from negligence or omissions, this release is also designed to cover any negligence or omissions on behalf of The Shred Shed, LLC. I recognize that there are inherent risks in engaging in high-intensity physical exercises and I acknowledge that there is danger in engaging in physical activity that utilizes equipment and physical exercises. No matter the degree of encouragement to engage in physical exercises, I recognize that it is my responsibility to recognize the degree of physical activity that is safe and healthy for my body and that no one can perfectly determine the amount of weights or levels of activity that my body can maximally withstand. To the greatest extent possible, I waive any claim of negligence against The Shred Shed, LLC or its agents, including any claims concerning equipment or facility malfunctions, including, but not limited to: slipping and falling, the sudden shifting of weights, and the actions of other patrons of The Shred Shed, LLC.

If any portion of this Waiver and Release is deemed by a court to be invalid, then the remainder of this Waiver and Release shall remain in full force and effect and the offending provision(s) shall be severed from this document.

Jurisdiction arising from any claim related to my activity at The Shred Shed, LLC shall be in a proper court venue in Grant County, Indiana.

I understand that all fees and monies paid to The Shred Shed, LLC are non-refundable.

I understand that the content of this document cannot be modified orally, but must be in writing.

I agree that this document shall be binding on me, my successors, representatives, heirs, executors and assigns.

I have had plenty of time to review the terms of this document and ask questions as to the contents of this document. In addition, I recognize that it is my right to have this document reviewed by legal counsel and I acknowledge that I understand the contents and implications of this document.