

RELEASE OF LIABILITY – ASSUMPTION OF RISK

I _____, hereby agree and declare as follows:
(Print Name)

I understand that participating in KD FIT, LLC (“KD FIT”) activities, including but not limited to the BOOTCAMP® fitness program, involves the risk of injury to me, whether I or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. In consideration for my participation in the activities offered by KD FIT, I understand and voluntarily accept this risk and agree that KD FIT, its associates, owners, predecessors, successors, heirs, executors, administrators, assigns, agents, directors, officers, partners, employees, independent contractors, volunteers, representatives, lawyers, and all persons acting by, through, under, or in concert with them or any of them (hereinafter collectively called “Released Parties”) will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage (including property damage) to you, your spouse, guests, unborn child, or relatives resulting from any negligence of KD FIT or anyone on KD FIT’s behalf or anyone participating in KD FIT activities, whether related to exercise or not. I agree to indemnify, defend and hold KD FIT and all Released Parties harmless against any liability, damages, defense costs, including attorneys fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage caused by your negligence or other wrongful acts or omissions. I further agree to hold harmless, defend and indemnify KD FIT from all liability, damages, defense costs, including attorneys fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage brought by you, your guests, or minors, even if KD FIT was negligent. Further, I understand and acknowledge that KD FIT does not manufacture fitness or other equipment, but purchases and/or leases equipment. I understand and acknowledge that KD Fit is providing recreational services and may not be held liable for defective products.

By signing below, I acknowledge and agree that I have read the foregoing and know of the nature of the activities offered by KD FIT.

Dated: _____

(Signature)

(Print Name)

EMERGENCY CONTACT

In the event of an emergency please notify:

Name: _____

Relationship: _____

Address: _____

Telephone Number: _____

Name: _____

Relationship: _____

Address: _____

Telephone Number: _____