

SHOW UP SHOW OUT BOXING & FITNESS L.L.C.



ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY & INDEMNITY AGREEMENT

Client Waiver & Release Packet (Rev. 2025) Internal Edition

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT DECLARATIONS:

This Agreement is made between Show Up Show Out Boxing & Fitness LLC, hereinafter referred to as ("Company"), and the undersigned _____, hereinafter referred to as ("Client"). The provision of personal training services by the Company to the Client, and the Client's use of any premises, facilities, or equipment are contingent upon this Agreement.

ASSUMPTION OF RISK: By engaging in any physical exercise or activity, including personal training, or by entering the Company's premises or using any facility or equipment on the premises for any purpose, the Client acknowledges and assumes the risks involved. This includes the risk of any injury and/or damage the Client may suffer, whether while engaging in physical activity, using facilities, equipment, or receiving training from Company agents, except where such damages result directly from the Company's unlawful or negligent actions.

The assumed risks encompass, but are not limited to, the use of exercise equipment (mechanical or otherwise), sports fields, courts, locker rooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, materials,

consumptions, instructions of agents, or any other general areas of the facilities.

The Client assumes the risks associated with participating in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, aquatic activities, tennis, basketball, volleyball, racquetball, or any other sporting or recreational endeavor.

The Client voluntarily participates in these activities and assumes all risks of injury, illness, damage, or loss to themselves or their property that may result, including any loss or theft of personal property, whether arising from negligence on the part of the Company or otherwise.

RELEASE:

The Client agrees, on behalf of themselves and their personal representatives, heirs, executors, administrators, agents, and assigns, to release and discharge the Company (including its affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action, whether known or unknown, arising from the negligence of the Company, whether active or passive, or any of its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability covers injuries that may occur due to (a)

the use of exercise equipment or facilities that may malfunction or break, (b) improper maintenance of exercise equipment, premises, or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping, tripping, and falling while on premises or traveling to or from personal training sessions, including injuries resulting from negligent inspection or maintenance of the facility or premises by the Company or others.

INDEMNIFICATION:

By signing this agreement, the Client agrees to indemnify and hold harmless the Company from any loss, liability, damage, or cost incurred as a result of the personal training services provided by the Company to the Client.

ACKNOWLEDGMENTS:

The Client acknowledges that this release, waiver, assumption of risk, and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of Michigan (or specify applicable state law), and agrees that if any portion thereof is held invalid, the remainder shall continue in full legal force and effect. The Client acknowledges that the Company offers services encompassing the recreational, wellness, and/or fitness spectrum, and that the Company does not sell exercise or

weightlifting equipment or other products to the public. The use of such items is incidental to the services provided by the Company.

Services:

Mentorship programs, private personal and group boxing and fitness training, strength and conditioning training sessions, nutritional education and awareness, grocery tours for dieting support, guides on healthier food options provided by the US Government dietary guidelines, personal mental wellness courses, Fitness related workshops and monthly boxing or fitness events.

Payments:

Payment for personal or group boxing and fitness training sessions, all payment must be made at the beginning of each session unless otherwise agreed upon in writing.

Merchandise items, edible and non edible items, must be paid for at the time of sale. No refunds, no exchanges all sales and payments are final.

The Client understands that this release does not cover claims of gross negligence or intentional acts. By signing this waiver and release, the Client acknowledges having read

and understood its contents, recognizing that it constitutes a release of liability, express assumption of risk, and indemnity agreement.

MEDICAL TREATMENT AND EMERGENCY CARE:

The Participant authorizes the Company, its employees, or agents to obtain emergency medical care if deemed necessary and agrees to be financially responsible for such treatment. The Company makes no representations regarding the adequacy of medical facilities or personnel.

MINOR PARTICIPANTS:

If the Participant is under 18 years of age, this Agreement must be signed by a parent or legal guardian, who hereby acknowledges and accepts all risks on behalf of the minor and agrees to the terms herein, consistent with Michigan public policy (Woodman v. Kera LLC, 486 Mich 228 (2010)).

MEDIA RELEASE:

The Participant grants the Company permission to use photographs, video recordings, and likenesses taken during participation for marketing and promotional purposes, without compensation, unless revoked in writing.

HEALTH & FITNESS DECLARATION:

The Participant represents that they are in good physical condition and have no medical condition that would prevent safe participation. The Participant agrees to disclose any

relevant medical information before engaging in physical activity.

DISPUTE RESOLUTION:

Any dispute arising out of this Agreement shall be governed by the laws of the State of Michigan, and venue shall be in Macomb County Circuit Court or another court of competent jurisdiction. The parties agree to attempt good-faith mediation before filing a suit.

SEVERABILITY AND ENTIRE AGREEMENT

If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect. This document constitutes the entire agreement between the parties and supersedes any prior oral or written understandings.

The Client agrees that by signing, they waive their right to bring legal action or assert a claim against the Company for negligence or for any defective product used during personal training sessions. The Client further confirms that no oral representations, statements, or inducements apart from this written agreement have been made.

Participant Name: _____

Participant Signature: _____

Parent/Legal Guardian Signature: _____

Date: _____

Company Representative Signature

(Authorized Management):



C.E.O

Date:



C.O.O

Date:



C.F.O

Date:



C.o.S

Date:



C.M.O

Date: