

# Arena Performance LLC

## Personal & Group Training Waiver, Release, and Assumption of Risk

This Waiver and Release of Liability ("Agreement") is entered into between **Arena Performance LLC** ("Company"), its owners, employees, contractors, instructors, and agents, and the undersigned participant ("Participant"). If the Participant is under 18, a parent or legal guardian must sign on their behalf.

### 1. Acknowledgement of Activities

Participant understands that the training programs offered by Arena Performance LLC, including but not limited to performance training, strength and conditioning, martial arts, striking, cardiovascular conditioning, strength training and lifting, flexibility and mobility training, and any related physical activities ("Activities"), may involve strenuous physical exertion, impact, contact, and potentially hazardous movements.

### 2. Assumption of Risk

Participant acknowledges and agrees that:

- Participation in the Activities involves inherent risks, including but not limited to slips, falls, collisions, muscle strains, sprains, fractures, impacts, contact injuries, head injuries, concussions, emotional stress, and other physical or mental harm.
- Additional risks may include exposure to adverse environmental conditions and equipment malfunction or misuse.
- Participant voluntarily chooses to engage in these Activities and assumes all risks, known or unknown, associated with participation.

### 3. Health and Physical Condition

Participant represents that:

- They are in good physical condition and have no medical condition that would prevent safe participation.
- They have consulted with a physician regarding participation or voluntarily choose not to do so.
- They agree to notify Arena Performance LLC of any changes in their physical condition that may affect their ability to participate.

*Pre-Existing Conditions: It is the participant's responsibility to communicate with their primary health provider for guidance and communicate concerns regarding their participation based on any pre-existing health concerns or injuries, such as pregnancy, long-term illness, or pre-existing injuries, etc., and communicate any physical limitations or concerns to Arena Performance LLC prior to, and during their training sessions. While the company aims to provide the safest environment possible for all participants, it is not responsible or liable for any injury, physical, or monetary damages related to pre-existing physical conditions.*

### 4. Release of Liability

In consideration for being allowed to participate in the Activities, Participant hereby releases, waives, discharges, and holds harmless:

Arena Performance LLC, its owners, employees, trainers, instructors, contractors, volunteers, representatives, and agents (collectively, the "Released Parties"), from any and all liability, including but not limited to:

- Personal injury
- Property damage
- Monetary loss
- Death
- Any damages arising from negligence (excluding gross negligence or willful misconduct where prohibited by law)

Participant agrees that the Released Parties are not liable for any physical or monetary damages resulting from participation in the Activities. This includes any damages to property owned or used by the participant.

## **5. Indemnification**

Participant agrees to indemnify and hold harmless the Released Parties from any claims, demands, actions, or costs (including attorney fees) arising from:

- Their participation in the Activities
- Their use of the facility, equipment, or services provided by Arena Performance LLC
- Allowing Arena Performance LLC to use their property for training or event purposes
- Any conduct or actions of the Participant during training session.

## **6. Emergency Medical Treatment**

Participant authorizes Arena Performance LLC to secure medical care in the event of an emergency and agrees to assume full financial responsibility for such care.

## **7. Group Training Acknowledgment**

For group sessions, the Participant understands that:

- Trainers may be attending to multiple participants simultaneously.
- Instruction may not be individualized or supervised at all times.
- Risks may increase due to interaction with other participants.

## **8. Binding Effect**

This Agreement is binding upon the Participant and their heirs, executors, administrators, and assigns. If any portion of this Agreement is found unenforceable, the remaining sections will remain in full force and effect.

## **9. Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the state(s) in which Arena Performance LLC operates.

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## **Definitions & Assumptions**

For purposes of this Agreement, the following terms shall have the meanings set forth below:

**1. "Arena Performance LLC" or "Company":** Refers to Arena Performance LLC, including its owners, officers, directors, employees, instructors, trainers, contractors, representatives, affiliates, volunteers, and agents.

**2. "Participant":** Refers to the individual who is voluntarily participating in the programs, activities, classes, or training sessions offered by Arena Performance LLC.

If the Participant is under the age of 18, the term also includes the Participant's parent or legal guardian signing on their behalf.

**3. "Activities":** Refers to all programs, services, and physical training sessions offered by Arena Performance LLC, including but not limited to:

- Sports performance training
- Strength and conditioning
- Martial arts training, striking, grappling, and partner drills
- Cardiovascular and endurance training
- Flexibility, mobility, and recovery exercises
- Use of any equipment, facilities, or training areas
- Private (one-on-one) training sessions
- Small group training sessions

**4. "Released Parties":** Refers collectively to Arena Performance LLC and all persons or entities associated with it, including (but not limited to): Owners, managers, employees, independent contractors, trainers, instructors, volunteers, representatives, and agents. These are the parties released from liability under this Agreement.

**5. "Premises":** Refers to all locations used by Arena Performance LLC for training, instruction, classes, or events, whether owned, leased, rented, or temporarily occupied, including outdoor or off-site training locations.

**6. "Equipment":** Refers to any items, tools, training implements, devices, mats, gear, weights, machines, pads, or other materials provided by Arena Performance LLC or used during the Activities, whether supplied by the Company or the Participant.

**7. "Risks":** Refers to all potential dangers associated with participation in the Activities, including but not limited to: Physical injury, contact injuries, slips, falls, equipment malfunction, impacts, strains, sprains, fractures, concussions, illness, emotional stress, or other harm—whether foreseeable or unforeseeable.

**8. "Agreement":** Refers to this Waiver, Release of Liability, and Assumption of Risk document, including all terms, conditions, and definitions contained herein.

**9. "Indemnify" or "Indemnification":** Refers to the Participant's obligation to reimburse, defend, and hold the Released Parties harmless from any claims, damages, losses, or expenses arising out of the Participant's involvement in the Activities.

**10. "Emergency Medical Care":** Refers to any treatment, services, or response provided by Arena Performance LLC or third-party medical professionals in the event of an injury or emergency involving the Participant.

## Participant Information & Signature

*Completing the form below acknowledges you have fully read and acknowledged pages 1-3 of the Arena Performance LLC Personal & Group Training Waiver, Release, and Assumption of Risk.*

- **24 Hour Cancellation Policy:** Please note that there is a strict 24 Hour Cancellation Policy. Any no-show training sessions, or sessions cancelled, moved, or rescheduled with less than a 24-hour notice provided by the participant to Arena Performance LLC, may be subject to full payment and expense of the session at the company's discretion.
- **Events and Extension of Liability:** This extension of liability applies to the participant's involvement in any events or extracurricular activities that the participant may deem affiliated with Arena Performance LLC, such as demonstrations, workshops, seminars, tournaments, or other activities.

Participant Name: \_\_\_\_\_

Date of Birth: (month/day/year) \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact Name & Phone: \_\_\_\_\_

Relationship to Emergency Contact: \_\_\_\_\_

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### Signature

By signing below, I certify that I have read, understood, and voluntarily agree to all terms of this Waiver and Release of Liability.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I confirm that I am over the age of 18, and of sound mind and physical ability, to confirm that I understand and acknowledge the information above as accurate.

Parent/Guardian Signature (required if under 18): \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Communications:** Including email, phone calls or text messages.

I agree to receive business and marketing communications from Arena Performance, LLC in the formats above.

### Photo & Media Release

The participant grants Arena Performance LLC permission to use photographs, videos, or other media of the training sessions for marketing, educational, or promotional purposes with commercial intent.

I agree     I do not agree