WAIVER OF LIABILITY

In consideration of participating in any activities under Garrido Enterprises LLC d.b.a. 2K Lab Boxing & Fitness (“2K Lab Boxing & Fitness”), and for good and valuable consideration, I hereby agree to release and discharge from liability arising from the negligence of 2K Lab Boxing & Fitness, the owners, directors, officers, employees, agents, volunteers, participants, instructors, personal trainers, and all other persons or entities acting for them (hereafter referred to as “RELEASEES”), on behalf of myself, spouse, children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

# ATHLETIC GYM ACTIVITIES

I acknowledge that health or fitness club activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, musculoskeletal injuries, broken bones, and/or overuse injuries, injuries caused by equipment that breaks or otherwise fails, medical conditions resulting from physical activity, and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

# BOXING

I acknowledge the existence for the potential of personal injury as a result of participating in boxing activities. By executing this agreement and participating in these activities, I understand that I am assuming this risk without liability to 2K Lab Boxing & Fitness, it’s instructors, student instructors, volunteer instructors and gym managers and staff.

# SPARRING ACTIVITIES

I fully understand that sparring is a contact activity involving controlled violence. In engaging in sparring activities under 2K Lab Boxing & Fitness, I understand that not only will I punch, strike, headbutt, and make contact with any barriers or fencing, BUT I will also be subjected to being punched, struck, and headbutted. I understand that it is highly probable that I will get injured participating in sparring, and that I may injure others at 2K Lab Boxing & Fitness. I understand that sparring serves an invaluable means of putting the skills learned to the test, developing an extreme sense of self-confidence, overcoming fear, as well as many other positive goals. In light of these benefits, I agree not to hold 2K Lab Boxing & Fitness, or any instructors, agents, or employees of 2K Lab Boxing & Fitness liable for any injuries, illnesses, or any physical, emotional, or mental conditions that may occur before, during or after sparring. Such conditions include, but are not limited to sprains, strains, broken bones, head trauma, dental injuries, eye injuries, nasal injuries, ear injuries, gonad injuries, asthma attacks, post-traumatic stress disorder (or any other such mental disorders).

# ASSUMPTION OF RISK

I expressly accept and assume all risks inherent in these activities or that might have been caused by the negligence of the RELEASEES. My participation in these activities is purely voluntary and I elect to participate despite the risks. In addition, if at any time, I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

# VOLUNTARY RELEASE

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless RELEASEES from all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should RELEASEES or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.

# REPRESENTATION OF INSURANCE

I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I also represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition. Furthermore, I represent that I have consulted with a medical professional that has confirmed that I am physically fit to participate in this activity.

# VENUE

If I file a lawsuit, I agree to do so solely in the state and physical locality where RELEASEES’ facility is located, and I further agree that the substantive law of that state shall apply.

# SEVERABILITY

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released based on any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT**
(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (minor’s print name) being permitted to participate in this activity, I further agree to indemnify and hold harmless RELEASEES from any claims alleging negligence which are brought by or on behalf of the minor or are in any way connected with such participation by the minor.

Parent or Guardian Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_