

TERMS AND CONDITIONS

REVIEW AND AGREE BELOW

PARTICIPATION WAIVER AND RELEASE

In consideration for being permitted to sign up for, access, attend and/or otherwise participate in classes, individual training, events, activities, individual and group outdoor rides, or other programs (individually and collectively, the “Activities”) provided by or on behalf of, and for using the premises, facilities or equipment (individually and collectively, the “Studio”) owned or operated by ATS Pain Cave, LLC or its owner, Tony Myers (individually and collectively, “ATS”), I hereby acknowledge and agree, on my own behalf, and on behalf of my personal representatives, heirs, assigns, executors, administrators, and next of kin, as follows:

I am aware and acknowledge that there are certain inherent risks and dangers, including death, associated with indoor and outdoor cycling and other Activities, as well as the exercise and other equipment used in the Activities and the Studio, whether caused by me or not, including without limitation the contagious nature of the novel coronavirus commonly referred to as COVID-19 and the potential consequences, including death, that may result from my being exposed to or infected by COVID-19 or any other contagious or infectious organism, matter or substance.

I am aware and acknowledge that these risks cannot be eliminated regardless of the care taken to avoid injuries and understand and agree that ATS provides the Studio and the equipment available or used in it or in any Activities “as is” and disclaims all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

Upon entering the Studio, I will inspect it and the equipment and other property located there, and my use of the Studio or any of the equipment or other property is my acknowledgment that I find and accept the Studio and the equipment and other property in it to be safe for my use.

If I do find any part of the Studio or any of the equipment or other property in it unsafe, I will immediately stop using it and immediately notify Tony Myers of all such unsafe conditions.

I assume the risk of any and all accidents, injuries, health conditions, dangers and risks of any kind, including death, that I may suffer, be exposed to or infected by, or may otherwise sustain as a result of or in connection with my participation in any Activities or my use of the Studio or any equipment or other property in it, and agree to use care in my use of the Studio and any equipment or other property in it and to protect against accidents that could occur during or from such use. I further agree that I will not participate in any Activities or use the Studio if I have a temperature, have any symptom that suggests I have COVID-19 or other contagious or infectious disease, or if I have been in the presence of any person diagnosed with a contagious or infectious disease, including COVID-19, in the previous fourteen (14) days.

I acknowledge that the specific risks and dangers vary widely from one activity to another, but can range from (i) minor injuries such as scratches, bruises, sprains and breaks; (ii) major injuries such as eye injury or loss of sight, hearing injury or loss of hearing, joint or back injuries, heart attacks, and concussions; and (iii) catastrophic injuries such as paralysis, brain damage and death.

I agree that ATS shall not be responsible for any medical treatment or other costs arising from any injury or other health-related consequences (including death) I may suffer as a result of my use of the Studio or any equipment or other property in it, or my participation in any Activities.

I agree to comply with all instructions and rules, written or verbal, given or otherwise made available to me by the staff of the Studio, ATS or their volunteer leaders.

I acknowledge that I should consult with my physician or have a physical examination before enrolling or participating in any Activities or using the Studio or any equipment or other property in it, especially if I have a history of heart disease, high blood pressure or other chronic illness, or am unaccustomed to physical exertion or have other physical limitations.

If, in the subjective opinion of ATS staff, I would be at risk by participating in any Activities or using the Studio or any equipment or other property in it, I understand and agree that I may be denied access to the Activities.

I hereby agree that I (i) assume full responsibility for any and all injuries, damage or other health-related consequences (including death) which are sustained, aggravated or caused by me, in whole or in part, in relation to or in connection with any Activities or use of the Studio or any equipment or other property in it; (ii) release, indemnify, and hold harmless ATS, Tony Myers, and their respective officers, directors, shareholders, members, employees, contractors, representatives and agents, and each of their respective successors and assigns (individually and collectively, the "Releasees"), and all others, from and against any and all liability, responsibility, claims, actions, suits, procedures, costs, expenses, damages, injuries, demands and causes of action that I may suffer, including but not limited to personal injury, death, damage to or destruction of property, theft or otherwise that may arise out of or in any way be related to participation in any Activities or use of the Studio or any equipment or other property in it.

I further understand and acknowledge that neither ATS, Tony Myers nor any of the other Releasees is or shall be liable for defective equipment or other personal property that is or may in the future be in the Studio.

To the fullest extent permitted by law, I, individually and on behalf of my personal representatives, executors, administrators, heirs, successors, assigns and next of kin, hereby forever release, waive and discharge each of the Releasees from any and all liability, responsibility, claims, demands, costs, expenses, losses, injuries, damages, actions and causes of action (collectively, "Claims") arising out of or in any way related to my participation in any Activities and use of any part of the Studio or equipment or other property in it, and hereby agree to defend, indemnify and hold harmless any and all Releasees from and against any such Claims.

I am aware, acknowledge and agree that if any provision of this Participation Waiver and Release is found to be unenforceable or invalid in any way, the remaining provisions will remain in full force and effect.

I acknowledge that I have read this Participation Waiver and Release, fully understand its terms, and understand that I am giving up substantial rights including my right to sue ATS, Tony Myers and all other Releasees under certain circumstances. Further, I fully understand this Participation Waiver and Release shall be in full force and effect for as long as I continue to participate in any Activities or use any part of the Studio, and in no event shall expire less than five (5) years from the date set forth below. I acknowledge that I have signed this document freely and voluntarily without any inducement, assurance, guarantee or oral representation.

ENTERED INTO by the undersigned as of the date set forth below:

SIGN HERE: _____

DATE: _____

PRINT NAME: _____