WAIVER RELEASE FORM

Thank you for joining the Intrinsic Training community. This Client Policies, Waiver and Release of Liability Agreement ("Agreement") is between the person entering into this Agreement ("you," "me" or "I") and the owner of Intrinsic Training LLC Studio as well as Intrinsic Training LLC, an Oregon limited liability company, and its affiliates. In this Agreement, we gather basic information about you and obtain your agreement to our policies, media release, assumption of risk, and limitation of liability. You are required to enter into this Agreement before you use the Studio or participate in any Event (defined below) or Activity (defined below). BY ENTERING INTO THIS AGREEMENT, YOU ARE GIVING UP CERTAIN RIGHTS THAT YOU MAY OTHERWISE BE ENTITLED TO BY LAW.

POLICIES

Code of Conduct: I agree to comply with the Intrinsic Training Code of Conduct. Personal Property: We are not responsible for the loss or theft of your personal belongings.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I, voluntarily, without inducement, and of my own free will, desire on my behalf, and if applicable: (a) use or be granted access Intrinsic Training LLC, including all rooms, areas, and spaces in the interior and exterior of each studio and any adjacent parking lot; (b) participate in other types of events (collectively, "Events") which may take place at the studio or other locations which are sponsored by or involve Intrinsic Training and/or their owners, members, officers, employees, independent contractors, volunteers, property managers, landlords, agents, representatives and all other persons acting in any capacity on their behalf

In consideration for being permitted to use the studio, to participate in Events, and/or engage in Activities, I hereby agree to release and discharge the Released Parties on behalf of myself, and each of our next of kin, spouses, parents, siblings, heirs, assigns, agents, successors, and personal representatives as follows:

- I. ASSUMPTION OF RISK. I ACKNOWLEDGE AND AGREE THAT THERE ARE ELEMENTS OF RISK, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH USE OF INTRINSIC TRAINING LLC PARTICIPATION IN EVENTS, AND ENGAGEMENT IN ACTIVITIES. I FURTHER ACKNOWLEDGE AND AGREE THAT CERTAIN RISKS CANNOT BE ELIMINATED DUE TO THE CONDITION OF INTRINSIC TRAINING LLC, OR THE NATURE OR LOCATION OF EVENTS OR ACTIVITIES, AND THAT THESE ELEMENTS OF RISK MAY CAUSE PHYSICAL INJURY, EMOTIONAL DISTRESS, ILLNESS, PERMANENT DISABILITY, TRAUMA, ILLNESS OR EVEN DEATH TO ME OR THE MINOR, AND/OR LOSS, OR DAMAGE TO MY OR THE MINOR'S PROPERTY. SOME, BUT NOT ALL, OF THESE RISKS INCLUDE FALLING, BEING INJURED BY THE ACTIONS OR INACTIONS OF OTHERS, EOUIPMENT FAILURES, VIRUSES OR OTHER PATHOGENS (INCLUDING BUT NOT LIMITED TO THE COVID-19 VIRUS), AND INJURY RESULTING FROM ENGAGING IN PHYSICAL ACTIVITY. I ACKNOWLEDGE AND AGREE THAT INTRINSIC TRAINING LLC. CANNOT GUARANTY THE ABSENCE OF VIRUSES OR OTHER PATHOGENS. I UNDERSTAND THAT THE RISKS OF BECOMING EXPOSED TO OR INFECTED BY VIRUSES OR OTHER PATHOGENS AT THE STUDIO MAY RESULT FROM THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE RELEASED PARTIES AND OTHERS, INCLUDING OTHER PATRONS OF THE STUDIO. I CERTIFY THAT NEITHER I, NOR THE MINOR, HAS A MEDICAL CONDITION, WHICH COULD INTERFERE WITH MY OR THE MINOR'S ABILITY TO USE THE STUDIO, PARTICIPATE IN AN EVENT OR ENGAGE IN AN ACTIVITY, OR WHICH MAKE ME OR THE MINOR MORE SUSCEPTIBLE TO HARM FROM VIRUSES OR OTHER PATHOGENS. I CERTIFY THAT I POSSESS ADEQUATE INSURANCE TO COVER ANY INJURY, ILLNESS, DAMAGE OR LOSS, INCLUDING DEATH, THAT I OR THE MINOR MAY CAUSE OR SUSTAIN WHILE USING THE STUDIO, OR AS A RESULT OF USING THE STUDIO, OR PARTICIPATING IN ANY EVENT AND/OR ACTIVITY, AND I AGREE TO SOLELY BEAR THE COST OF ANY INJURY, ILLNESS, DAMAGE OR LOSS SUSTAINED AS A RESULT THEREOF. THEREFORE, I AGREE TO ASSUME ALL RISK RESULTING FROM MY OR THE MINOR'S USE OF INTRINSIC TRAINING, OR PARTICIPATION IN AN **EVENT AND/OR ACTIVITY.**
- II. INDEMNIFICATION. I AGREE TO INDEMNIFY, HOLD HARMLESS, DISCHARGE AND DEFEND THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, DEMANDS, LIABILITY, CLAIMS, ACTIONS, EXPENSES AND COSTS (INCLUDING ATTORNEY'S FEES) (EACH A "CLAIM"), WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, INCURRED BY THE RELEASED PARTIES AS A RESULT OF MY USE OF THE STUDIO, PARTICIPATION IN AN EVENT, OR ENGAGEMENT IN AN ACTIVITY, INCLUDING ANY AND ALL CLAIMS WHATSOEVER ARISING OUT OF (A) THE NEGLIGENCE OF ME OR THE RELEASED PARTIES; (B) THE USE OF ANY RECORDING MADE OR USED IN ACCORDANCE WITH SECTIONS ABOVE; AND (C) ANY LACK OF AUTHORITY OR CAPACITY FOR ME TO ACT OR BIND TO THIS AGREEMENT OR TO OTHERWISE RELEASE THE RELEASED PARTIES

III. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS RELEASE.

- **IV. TERM.** This Agreement shall commence upon my signing it and shall remain in full force and effect until the later of the last time I use Intrinsic Training LLC., is charged the Membership Fee, attends an Event or participates in an Activity, plus the period thereafter constituting the longest applicable statute of limitations under law. All sections shall survive the expiration or termination of this Agreement.
- V. MISCELLANEOUS. This Agreement shall be governed by the laws of the state in which the Studio, Event or Activity giving rise to the claim is situated without regard to its conflict of law principles. If any action is brought by or on behalf of me and/or against the Released Parties, such action must be brought in the federal or state courts located in the county and state in which the Studio, Event or Activity giving rise to the claim is situated. If any provision of this Agreement is held to be contrary to law or unenforceable for any other reason by a court of competent jurisdiction, such provision shall be revised to the minimum extent necessary to comply with the law and the remainder of the provision and this Agreement shall remain in full force and effect. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. Electronic transmission of this Agreement will be deemed to be the same as delivery of an original. Click-the-box consent to the terms of this Agreement or electronic signature will be deemed to be the same as an original signature. At the request of any Released Party, I agree to confirm an electronically signed Agreement by signing an original document. In any action brought under this Agreement, the prevailing party will be entitled to recover, in addition to costs, reasonable attorney fees.

ONLINE HOME VIDEO CLASS WAIVER AND RELEASE OF LIABILITY AGREEMENT

This Online Home Video Class Waiver and Release of Liability Agreement ("Agreement") is between the person accessing Intrinsic Training online videos ("you") and the owner of Intrinsic Training offering such videos. This Agreement supplements any waiver or release you may have entered into with Intrinsic Training LLC.

Before taking any online home video class, clear a space of all tripping hazards, breakable items and other dangerous conditions, large enough for you to move freely while performing all exercises. If at any time you feel ill or experience pain or shortness of breath abnormal for exercise, stop, rest and seek medical attention, if necessary. Drink plenty of water before and after each online video.

By electing to participate in an Intrinsic Training LLC. online video class, you certify that you are of legal age and capacity to enter into this Agreement. Also, you, on behalf of yourself and any member of your household whom you permit to access such online videos, agree to (i) assume all risks, including the loss or damage to property and risk of physical injury, illness, emotional distress, or even death, and (ii) solely bear the cost of any such injury, illness, or loss. You acknowledge that similar products and services are available from third parties, but voluntarily choose to take advantage of the online video classes. YOU AGREE TO INDEMNIFY, HOLD HARMLESS, DISCHARGE AND DEFEND INTRINSIC TRAINING FROM AND AGAINST ALL LOSS, DAMAGE, LIABILITY OR CLAIMS INCURRED BY YOU OR ANYONE WHOM YOU PERMIT TO ACCESS THE ONLINE VIDEOS. BY ACCEPTING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN RIGHTS THAT YOU MAY OTHERWISE BE ENTITLED TO BY LAW, INCLUDING THE RIGHT TO RECOVER DAMAGES.

I HAVE HAD SUFFICIENT TIME TO READ AND HAVE READ AND UNDERSTAND THIS AGREEMENT. I CERTIFY THAT I AM OF LEGAL AGE AND CAPACITY TO ENTER INTO THIS AGREEMENT. I UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT, I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, ILLNESS, DEATH, OR PROPERTY LOSS OR DAMAGE. I ACKNOWLEDGE THAT THIRD PARTIES OFFER PRODUCTS AND SERVICES WHICH ARE REASONABLY ACCESSIBLE AND SUBSTANTIALLY SIMILAR TO THOSE OFFERED BY INTRINSIC TRAINING LLC., BUT I CHOOSE TO TAKE ADVANTAGE OF THE SERVICES PROVIDED. I THEREFORE AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND FOR IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.

Name:	Phone:	Email:
Signature:		Date: