

1. **DSSI ASSUMPTION OF AND ACKNOWLEDGEMENT OF INHERENT RISK.** I

understand and acknowledge that there are dangers, hazards, and risks of injury or damage, some of which are inherent, in engaging in any form of exercise and in the use of the premises, facilities, equipment, services, activities or products. By signing below, I am both assuming the identified risks and acknowledging the inherent risks in both engaging in exercise and the use of the premises, facilities, equipment, services, activities or products.

a. **Use of Premises and Services.** I understand that use of the premises, facilities, equipment, services, activities, classes or products ("Use of Premises and Services") may include, but is not limited to, (1) use of indoor and outdoor pools, sauna, steam rooms, locker rooms, studios, fitness floors, fitness equipment, gymnasiums, child centers, kid's play areas, lobby, entryways, sidewalks, parking lots and any other facilities or equipment; (2) use of personal training services; group fitness classes; child care services; kid's programs; (3) weight loss or nutritional programs; (4) use of services and participation in activities off the premises, including but not limited to running, cycling, mountain biking, personal training, group fitness, athletic events, educational programs, wellness programs, and field trips; and (5) all other programs, activities, classes, sessions, seminars, workshops, assessments, events, amenities, or benefits that are sponsored, endorsed, organized or operated by DEVALENTINO SHUDOKAN SCHOOLS Intl. herein after also referred to as DSSI on or off its premises.

b. **Risks.** I understand that the dangers, hazards, and risks of injury or damage that are inherent in the Use of the Premises and Services ("Risks") may, include but are not limited, to (1) slips, trips, collisions, falls, and loss of footing or balance, including "slip and falls" and in use of fitness equipment; (2) drowning; (3) equipment failure, malfunction, or misuse; (4) property or information theft, loss, misuse or damage, including from lockers, or equipment; and (5) other accidents or incidents that may result in injury or damage to me.

c. **Injuries.** I understand that such injuries or damages may include but are not limited to major or minor personal, physical, bodily, emotional, mental, economic, property or other types of injuries or damages ("Injuries") to me, including but not limited to (1) death; (2) paralysis, brain damage, heart attacks, strokes, disfigurement, heat stress and/or heat stroke, dehydration, concussions, hearing loss, torn or damaged muscles or ligaments, broken bones, allergic reactions, burns, sprains, bruises and scrapes; (3) aggravation of pre-existing injuries or medical conditions; (4) pain and suffering; (5) loss of consortium, love, affection, comfort, companionship, or care; (6) emotional distress, embarrassment, humiliation, or shock; (7) lost wages or lost earning capacity; (8) lost, stolen, misused or damaged property or information; and (9) any other disability, impairment, incapacity, injury or damage.

I understand and acknowledge that the Risks and Injuries in the Use of the Premises and Services may be caused, in whole or in part, by the negligence of DSSI, me, and/or other persons. I understand and willingly and knowingly assume those Risks and the associated Injuries and acknowledge that such Risks and Injuries are inherent in the nature of the activity and use.

2. **WAIVER OF LIABILITY.** On behalf of myself and my spouse/partner, children, parents, guardians, heirs, next of kin, personal representatives, heirs and assigns, I hereby voluntarily and forever release and discharge from, covenant and agree not to sue for, and hereby waive any and

all claims, demands, actions, causes of action, debts, damages, losses, costs, fees, expenses or any other alleged liabilities or obligations of any kind or nature, whether known or unknown (collectively, "Claims") for any Injuries to me, minor or guests in the Use of the Premises and Services that arise out of, result from, or are related to any negligence by DSSI, me, and/or any other person.

a. **Scope of Claims.** I understand that Claims include but are not limited to (1) negligent design, construction (including renovation or alteration), repair, maintenance, operation, supervision, monitoring, or provision of Use of Premises and Services; (2) negligent failure to warn of or remove a hazardous, unsafe, dangerous or defective condition; (3) negligent failure to provide or keep premises in a reasonably safe condition; (4) negligent provision of or failure to provide emergency care; (5) negligent hiring, selection, training, instruction, certification, supervision or retention of employees, independent contractors or volunteers; (6) negligent collection, use, disclosure or storage of personal, sensitive or other information (including negligent failure to implement or maintain information security controls); or (7) other negligent act(s) or omission(s). The Claims do not include, and express exclude, those arising from or related gross negligence, reckless conduct or intentional acts.

b. **Fees and Costs.** I specifically agree that if I (on my own behalf or on behalf of another, including an estate) assert a Claim and/or breach my agreement not to sue, I will pay all reasonable fees (including attorneys' fees), costs and expenses incurred ("Fees and Costs") to defend (1) the Claim(s) and (2) all other claims based on the same facts as the Claim(s).

3. **DEFENSE AND INDEMNIFICATION.** On behalf of myself and my spouse/partner, children, parents, guardians, heirs, next of kin, personal representatives, heirs and assigns, I agree to defend, indemnify and hold harmless DSSI to the fullest extent permitted by law from and against any Claim asserted by any other person (including but not limited to any other person or entity) arising out of, resulting from, caused by the Use of the Premises and Services by me. My agreement to defend means that I will pay all of Fees and Costs incurred to defend the Claim from the date the Claim is asserted. My agreement to indemnify and hold harmless means that I will pay any settlement, judgment, or other damages, fees or costs of any type incurred to resolve the Claim.

4. **HEALTH AND SAFETY.** I represent that I am healthy enough to engage safely in the Use of the Premises and Services, and that I have had the opportunity to talk to a doctor prior to Use of the Premises and Services, which was strongly recommended to me by DSSI. I acknowledge that the provider of the Premises and Services does not and will not provide medical advice. I agree to remove myself from Use of the Premises and Services if I observe any hazardous, unsafe, dangerous or defective condition, or if any minor, spouse or guest is incapable of engaging in such Use safely, or if required or instructed to do so by provider. I consent to emergency care for me. I acknowledge that I am responsible for my own conduct, health and safety and that provider is not responsible for any medical expenses incurred by me in connection with the Use of the Premises and Services.

5. **IMAGE AND LIKENESS RELEASE.** I understand that DSSI may take photographs, audio or video recordings, or testimonial accounts that may contain name, image, voice, likeness or

account of me or my minors (collectively “Images”) during the use of the Use of the Premises and Services. I hereby irrevocably consent to and grant DSSI the non-exclusive, worldwide, perpetual, royalty free right to use, copy, modify, distribute, display, perform, transmit, sublicense and commercialize any and all Images in any and all media or form of communication without obtaining the additional consent, without restriction or notification, and without compensation. Without limiting the foregoing, I hereby consent to DSSI’s use of the Images for commercial and promotional use, including all forms of social media. I further waive my right to inspect, approve or edit Images used by DSSI.