

# Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement

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**THE SUGAR COOKIE WORKOUTS AND ALL RELATED ACTIVITIES ARE DANGEROUS.**

**YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AT ALL TIMES.**

**NO ONE ELSE IS EVER RESPONSIBLE OR LIABLE FOR MY SAFETY OR THE PLANNING OF ANY ACTIVITIES. IT IS YOUR RESPONSIBILITY TO MAKE SURE THAT ALL ACTIVITIES ARE PLANNED AND EXECUTED SAFELY. THIS IS A VOLUNTARY GROUP AND NO GUARANTEES OR ASSURANCES CAN/WILL BE GIVEN THAT CAN PROTECT PARTICIPANT FROM POTENTIAL INJURY.** This Agreement is entered into between **The Sugar Cookies** (“SC”) and the undersigned. The participation in SC activities are contingent upon this Agreement, and recognition that all training that is intended to prepare an individual for special operations (military or civilian) will include instruction that is intended to stress the individual to push beyond his/her capabilities – which in itself can increase the risk of injury.

**ASSUMPTION OF RISK:** You agree that if you engage in any physical exercise or activity, including group workouts, or use any of our gear, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while using any gear, whether provided to you by SC personnel or otherwise, including injuries or damages arising out of the negligence of SC personnel, whether active or passive, or any SC affiliates. Your assumption of risk includes, but is not limited to, your use of any exercise gear (mechanical or otherwise). You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of SC personnel or otherwise.

You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge SC personnel (and SC affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of SC personnel, whether active or passive, or any SC affiliates, employees, agents, representatives, successors, and assigns. This waiver and release

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of liability includes, without limitation, injuries which may occur as a result of (a) your use of any gear (life vest, sandbag, backpacks, fins, bear spray, knives, hatches ect.) which may malfunction or break, (b) improper maintenance of any gear (c) negligent instruction or supervision, including personal training, and/or (d) negligent hiring or retention of employees

I am aware of the inherent hazards and risks associated with swimming (open ocean, lake, or pool), running, hiking, weight lifting, commuting, wrestling, rock climbing, camping, any activity you voluntarily engage in with SC, including traveling to and from activity sites of which I am about to engage in. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
- 3. Understanding that the group leader is not a paid professional and possesses no special certifications.**
4. Injury to hands, fingers, feet and toes, including but not limited to inflammation and/or strain of muscles, ligaments and/or tendons, nerve damage or compression, and broken bones.
5. Broken bones, severe injuries to the head, neck and back which may result in severe physical impairment or even death.
6. Cold weather and heat related injuries include but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and varied wind, temperature or weather conditions.
7. Attack by or encounter with insects, reptiles and/or animals.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident.
10. My sense of balance, physical coordination, and ability to follow instructions.
11. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

**INDEMNIFICATION:** By execution of this agreement, you hereby agree to indemnify and hold harmless SC personnel from any loss, liability, damage, or cost SC personnel may incur due to the provision of participating in SC activities.

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**ACKNOWLEDGMENTS:** You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. You acknowledge that SC personnel offers a service to participants encompassing the entire recreational and/or fitness spectrum. SC Personnel is not in the business of selling weightlifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by SC personnel. You acknowledge and agree that SC personnel does not place such items into the stream of commerce.

In consideration for participating in any activity you voluntarily engage in, and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, whether CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releases: THE SUGAR COOKIES and any official SC personnel.
2. To release the releasees, their officers, directors, employees, representatives, agents, members, and volunteers, attacks from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releases harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral/written representation or statements made by the releasees, other than what is set forth in this agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

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