

*PIONEER PEAK PERFORMANCE
WAIVER AND RELEASE OF LIABILITY*

IN CONSIDERATION OF the risk of injury that exists while participating in OUTDOOR GROUP FITNESS BOOTCAMP/CLASS (hereinafter the “Activity”) and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, “Releasor,” “I” or “me,” which terms shall also include Releasor’s parents or guardians of Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims, or cause of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge PIONEER PEAK PERFORMANCE LLC, located at 328A 194th St, Osceola, Wisconsin 54020, their affiliates, managers, member agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively “Releases”), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATION IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, ECONOMICAL OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS RELATED TO THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISK BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs.

I FURTHER ACKNOWLEDGE that Releases are not responsible for errors, omissions, acts of failures to act of any party or entity conducting a specific event of activity on behalf of Releases. In the event that I should require medical care or treatment, I authorize Pioneer Peak Performance LLC to provide all emergency medical care deemed necessary, including but not limited, to first aid, CPR, and the use of AEDs, emergency medical transport, and sharing the medical information with medical personnel. I further agree to assume all cost involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Pioneer Peak Performance LLC official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Pioneer Peak Performance LLC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBER AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING LEGAL ACTION AGAINST Pioneer Peak Performance LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence or the part of Pioneer Peak Performance LLC, its agents and employees.

I agree that this Release shall be governed for all purposes by Wisconsin law, without regard to any conflict of law principles. The Release supersedes any and all previous oral or written promises of other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect, recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect and recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant and Pioneer Peak Performance LLC agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within the Release of Liability shall it be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be

invalid or unenforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____

PARENT/GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I HEREBY CERTIFY that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/ Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____