

PIERRE SPIES INTERNATIONAL SPORT INSTITUTE (PSI)

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of me being allowed to participate in physical activity sessions at Pierre Spies International Sport Institute, (hereafter, collectively, the “Activity”), I agree:

1. I understand dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, and the actions or inactions of the instructor(s). I understand the nature of the Activity and acknowledge my experience and capabilities and believe I am qualified to participate in such Activity. I further acknowledge that I am aware that the Activity will be conducted in facilities open to the public during the Activity. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. I FULLY UNDERSTAND that:

- (a) the Activity involves risks and dangers of SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (“Risks”);
- (b) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred as a result of my participation in the Activity.

3. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS Pierre Spies International Sport Institute Pty Ltd and their respective subsidiaries, administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the “Releasees” herein) from all liability, claims, demands, losses, or damages caused or alleged to be caused in whole or in part by the negligence of the “Releasees” or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, or anyone on my behalf makes a claim against any of the Releasees named above, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

4. I ACKNOWLEDGE that by signing this release, I give Pierre Spies International Sport Institute (PSI) full permission to use images or video I may appear in by participating in this event in things such as promotional items or advertisements royalty-free. I further acknowledge that copies of such items do not need to be approved by me, and that I am not entitled to any compensation for the use of my image or likeness in said items. I surrender my rights to royalties or compensation for the sale of any products or items bearing these images produced or associated with PSI or any affiliated person or entity.

I HAVE READ THIS AGREEMENT. I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW, AND I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Participant: _____

Signature of Participant: _____ Date: _____

Printed Name of Legal Guardian *(if under 18)*: _____

Signature of Legal Guardian: _____ Date: _____