



ACTIVITY RELEASE AND INDEMNITY AGREEMENT

I, the undersigned, wish to participate in the activity programs (“Programs”) offered by Tr1be Fitness, Inc., a Kansas corporation (“Tr1be”), as an instructor and/or class member. I represent and agree as follows:

1. **Releasees.** I hereby release and indemnify Tr1be, its stockholders, officers, directors, agents, contractors, employees, heirs, successors, and assigns (collectively “Tr1be Releasees”).
2. **Activity.** On my own behalf and on behalf of the members of my family, including any spouse, parents, children, heirs and assigns, I hereby grant to Tr1be Releasees this full release and indemnification as consideration in exchange for permitting me to participate in the Programs which may utilize Tribe’s premises (the “Studio”) and/or equipment. I am entering into this Release after (i) having viewed or having had the opportunity to view the Studio and/or equipment; (ii) if there is an instructor for my Program, having reviewed or having had the opportunity to review the instructor’s qualifications; (iii) having had the scope of the services and/or the associated risks explained to me; (iv) having had an opportunity to ask questions regarding the services and/or the risks associated with the Programs; and (v) acknowledged the terms of the membership agreement, including the cancellation policy.
3. **Release and Indemnity.**
 - **I AM VOLUNTARILY PARTICIPATING IN THE PROGRAMS WITH FULL KNOWLEDGE, UNDERSTANDING AND APPRECIATION OF THE RISKS OF INJURY INHERENT IN ANY PHYSICAL EXERCISE, MASSAGE OR THERAPY PROGRAM, PHYSICAL ACTIVITY OR ATHLETIC ACTIVITY AND EXPRESSLY ASSUME ALL RISKS OF INJURY AND EVEN DEATH WHICH COULD OCCUR BY REASON OF MY PARTICIPATION.**
 - **I RELEASE TR1BE RELEASEES FROM ANY LIABILITY AND AGREE NOT TO SUE TRIBE RELEASEES WITH RESPECT TO ANY CAUSE OF ACTION FOR BODILY INJURY, PROPERTY DAMAGE OR DEATH OCCURRING AS A RESULT OF PARTICIPATING IN THE PROGRAMS.**
 - **I HEREBY ASSUME FULL RESPONSIBILITY FOR RISKS OF BODILY INJURY, PROPERTY DAMAGE OR DEATH DUE TO THE ORDINARY NEGLIGENCE OR GROSS NEGLIGENCE OF TRIBE AND THE ORDINARY NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY THIRD PARTY INCLUDING OTHERS PARTICIPATING IN THE PROGRAMS.**

- **I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TRIBE RELEASEES FROM ANY AND ALL CLAIMS ARISING OUT OF MY PARTICIPATION IN THE PROGRAMS AT MY SOLE COST.**
 - **I UNDERSTAND AND ACKNOWLEDGE THAT ALL PERSONAL PROPERTY BROUGHT TO STUDIO IS BROUGHT AT MY SOLE RISK AS TO ITS THEFT, DAMAGE OR LOSS.**
4. **Medical.** I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as Tribe may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency
5. **Miscellaneous.** I agree that this Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Kansas. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid.

I HAVE READ AND VOLUNTARILY SIGN THIS ACTIVITY RELEASE AND INDEMNITY AGREEMENT.

Date: _____

Printed Name: _____

Signature: _____

Email Address: _____

Phone Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____