

WAIVER AND RELEASE OF LIABILITY

PLEASE READ THIS RELEASE CAREFULLY AS IT RELATES TO YOUR LEGAL RIGHTS.

In consideration of the services provided by Mighty Orion Fitness, LLC (“Mighty Orion”) and/or use of the Mighty Orion property, equipment and facilities, I expressly agree and contract, on behalf of myself, my children, my heirs, executors, administrators, successors and assigns, to RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Mighty Orion and its insurers, employees, officers, directors, volunteers, participants and associates (collectively, the “Released Parties”), from and for any liability, claim or damage, including any personal injury, accident, illness, property damage or death, arising from or in any way related to my use of the Mighty Orion services, property, equipment or facilities, regardless of whether such liability, claim or damage results, in whole or in part, from the negligence of Mighty Orion or its employees, officers, directors, volunteers, participants and associates.

I acknowledge and agree that I (i) understand the nature of the Mighty Orion services, property, equipment or facilities, (ii) am qualified, in good health, and in proper physical condition to participate in, or make use of, the Mighty Orion services, property, equipment or facilities, (iii) recognize that there are certain inherent risks, both known and unknown, associated with the use of the Mighty Orion services, property, equipment or facilities that could result in personal injury, accident, illness, property damage or death to me, to property or to third parties. I knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, my use of the Mighty Orion services, property, equipment or facilities.

I also hereby agree to INDEMNIFY, DEFEND AND HOLD the Released Parties HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney’s fees, arising from, or in any way related to, my use of the Mighty Orion services, property, equipment or facilities.

I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this Agreement, and have had the opportunity to ask questions about the same. I further acknowledge that Mighty Orion has offered to refund any fees I have paid to it if I choose not to sign this Agreement. I understand the terms of this Agreement, that I am giving up substantial legal rights in connection with this Agreement, and that its terms are contractual, and not a mere recital. I acknowledge that I am signing this agreement freely and voluntarily.

Signature of Participant (Only 18 or Older)

Participant Name: _____ Date: _____

Birth Date: _____ Phone: _____ Email: _____

Participant Signature _____

Signature of Parent/Guardian of Minor (Only if participant is under the age of 18)

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF MIGHTY ORION USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM MIGHTY ORION IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND MIGHTY ORION HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Participant Name: _____ Date: _____

Birth Date: _____ Phone: _____ Email: _____

Signature of Parent or Guardian _____

Print Name of Parent or Guardian _____

We reserve the right to review your license and/or other forms of ID to verify identity and age.