

**Xtreme Boot Camps ("Xtreme")
Waiver and Release Agreement**

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

1. Definitions and Interpretation

- 1.1. **"Camps"** means any and all boot camps, hourly and day classes and other services provided by Xtreme and / or any of the other Released Parties. For the avoidance of doubt, reference to "Camps" shall include residential classes or boot camps, as well as one-off events;
- 1.2. **"I /me/my"** is you, who will be a participant in the Camp(s) and has signed this Agreement below;
- 1.3. **Released Parties** are together Xtreme, its partners, its affiliates and its and their respective directors and officers (where applicable), employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; the Venue and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all Xtreme event sponsors, organisers, promoters, directors, officials, property owners, and advertisers; governmental bodies and / or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing; and
- 1.4. **Releasing Parties** are together my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else bringing a Claim against Xtreme or any of the Released Parties on my behalf.

2. The Camps

- 2.1. The Camps are meant to be an extreme test of strength, physical fitness, stamina and mental grit. Instructors are highly trained to provide this physical experience and accordingly will encourage you to push yourself to the limit of your endurance. Some of the activities may include runs, military style obstacles, going through pipes, traversing cargo nets, climbing walls, swimming in cold water, throwing or carrying heavy objects, and traversing muddy areas. The Camps are therefore an extreme test of endurance and fitness and, therefore, is a potentially hazardous activity.
- 2.2. Bearing in mind the above, Xtreme will use reasonable care and skill to provide a venue that is fit and suitable for the Camps where the Camps will take place (hereafter the **"Venue"**).

3. Assumption of Inherent Risks

- 3.1. Inherent risks are risks that cannot be eliminated completely without changing the challenging nature of the Camps regardless of the care, measures and precautions taken by Xtreme. I understand and acknowledge that the Inherent Risks include, but are not limited to:
 - 3.1.1. my contact or collision with other persons or objects (e.g. with spectators or Xtreme personnel, other participants, natural or man-made fixed objects or obstacles, motor vehicles or machinery);
 - 3.1.2. my encounter with Camp obstacles (e.g. natural and man-made water, road and surface hazards, close proximity and / or contact with thick smoke and open flames, barbed wire, pipes, etc)

- 3.1.3. extremely challenging conditions;
 - 3.1.4. weather-related hazards (e.g. extreme heat, extreme cold, humidity, ice, rain, fog);
 - 3.1.5. judgment and / or behaviour related problems by me during the Camps;
 - 3.1.6. erratic or inappropriate co-participant behaviour; and
 - 3.1.7. natural hazards (e.g. uneven terrain, lightning strikes, wildlife attacks, contact with poisonous plants, marine life and / or ticks).
- 3.2. I understand and acknowledge that any of these Inherent Risks and others may cause injury or injuries that may be categorised as minor, serious, or catastrophic:
- 3.2.1. **Minor injuries** are common and may include, but are not limited to, scrapes, bruises, sprains, nausea, and cuts.
 - 3.2.2. **Serious injuries** are less common, but do sometimes occur. They include, but are not limited to, property loss or damage, broken bones, torn ligaments, exposure, heat-related illness, mental stress or exhaustion, infection, and concussions.
 - 3.2.3. **Catastrophic injuries** are rare; however, we feel that our participants should be aware of the possibility. These injuries can include permanent disabilities, spinal injuries and paralysis, stroke, heart attack and even death.
- 3.3. I acknowledge and understand that:
- 3.3.1. the Camps are an extreme test of my physical and mental limits and carries inherent risks of physical injury (see below);
 - 3.3.2. the Camps are extremely strenuous, and there are risks and dangers generally in taking part in such activities,
 - 3.3.3. the hazards inherent in the Camps may be magnified due to the fact that the Camps are often conducted under what may be extreme conditions and circumstances.
- 3.4. I understand fully the Inherent Risks involved in the Camps and assert that I am willingly and voluntarily participating in the Camps. I have read the preceding paragraphs and acknowledge that:
- 3.4.1. I understand the nature of the Camps;
 - 3.4.2. I understand the demands of the activities at the Camps relative to my physical condition;
 - 3.4.3. I appreciate the potential impact of the types of injuries that may result from my participation in the Camps; and
 - 3.4.4. I hereby confirm that I knowingly assume all of the Inherent Risks of the Camps.
 - 3.4.5. I understand that Xtreme recommends that I check that I have health insurance which covers any injuries I may suffer as a result of participating in the Camps.

4. My Responsibilities

- 4.1. I understand that it is my responsibility to consult with my general practitioner ("GP") prior to participating in any of the Camps to ensure that I am fit and well enough to take part and that my participation will not pose any unusual or serious risks to my health and well-being.
- 4.2. If I believe or become aware that any aspects of the Camps, facilities or equipment are unsafe or pose unreasonable risks, I agree to immediately notify appropriate Xtreme personnel. I accept full and sole responsibility for the condition and adequacy all of my own equipment that I bring to the Venue.
- 4.3. I acknowledge and agree that on each day of the Camps:
 - 4.3.1. I shall not urinate or defecate outside of designated areas at the Venue;
 - 4.3.2. I shall not bring any animals to the Venue;
 - 4.3.3. I shall not use any wheeled equipment during my participation in the Camps;
 - 4.3.4. I shall not wear any clothing or use any props or equipment that may pose a risk to myself, participants, spectators or personnel;
 - 4.3.5. I shall abide by all instructions and directions of Xtreme and Venue personnel and all Xtreme and Venue rules and regulations;
 - 4.3.6. I will not be under the influence of alcohol or any non-prescription drugs during my participation in the Camps; and
 - 4.3.7. I shall behave appropriately at all times, act respectfully towards all people, equipment, property and facilities, and shall participate in the Camps with a cooperative and positive attitude.
- 4.4. I agree that Xtreme may stop or prevent my participation in the Camps (and, if necessary, have me removed from the Venue) if my participation, conduct, or presence endangers myself or any other person present at the Camps.

5. Medical

- 5.1. I shall complete a Physical Activity Readiness Questionnaire ("**Questionnaire**") and provide the same to a member of Xtreme personnel in advance of taking part in any of the Camps. I shall complete the Questionnaire in full and answer each question therein to the best of my knowledge and belief.
- 5.2. I acknowledge that Xtreme recommends and encourages that I obtain medical clearance from my GP prior to participation.
- 5.3. I confirm that I am in good health and in proper physical condition to safely participate in the Camps. I confirm that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Camps, or that would result in my participation creating a risk of danger to myself or to others. I confirm that I have not been advised or cautioned against participating in the Camps by any medical practitioner.
- 5.4. I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Camps, and I agree to withdraw immediately and to notify appropriate Xtreme personnel if at any point my continued participation would create a risk of danger to myself or to others.
- 5.5. In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorise appropriate Xtreme personnel and emergency medical

personnel at the Camps to make emergency medical decisions on my behalf (including, but not limited to CPR and use of an Automated External Defibrillator). I authorise Xtreme to secure emergency medical care or transportation for me when deemed necessary by Xtreme.

6. Limitation of Xtreme's Liability

I hereby forever waive, release, covenant not to claim (including any claims and / or action for losses, costs, expenses (including legal and other expenses) and damages), and discharge Xtreme and the other Released Parties from any and all Claims that I may have arising out of my participation in the Camps:

- 6.1. resulting from the Inherent Risks, e.g. for personal injury (including death) from incidents or illnesses arising from the Camps participation, which may include injury caused during practice runs, the Camps, and while at the Venue location (including, but not limited to stands, pavements, parking areas, toilet facilities and dressing facilities); and / or
- 6.2. resulting from damage to, loss of, or theft of my property during the Camps;

EXCEPT THAT nothing in this Agreement shall limit or exclude either Xtreme's or the Released Parties' liability for death or personal injury resulting from its negligence. I understand that I (or any Releasing Parties acting on my behalf) am entitled to bring a Claim against Xtreme and / or the Released Parties for death or personal injury caused as a result of the negligence of Xtreme and / or any of the Released Parties (as applicable).

7. Indemnity

I hereby agree to reimburse Xtreme and the other Released Parties in respect of:

- 7.1. any and all Claims made by any Releasing Party arising from injury or loss due to my participation in the Camps; and
- 7.2. any and all Claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in the Camps;

EXCEPT FOR Claims arising from either Xtreme's or the Released Parties' negligence, breach of contract or breach of statutory duty. This indemnity shall survive the expiration or sooner termination of the any other terms and conditions agreed between me and Xtreme in relation to the Camps.

8. Venue and Jurisdiction

I understand that if legal action is brought in connection with this Agreement or its subject matter, the courts of England and Wales shall have the sole and exclusive jurisdiction over the action and that only the substantive laws of England and Wales shall apply.

9. Severability

I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by laws of England and Wales and that if any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, unlawful, void, or for any reason unenforceable, then that provision or part-provision shall, to the extent required, be deemed to be deleted from this Agreement, and the validity and enforceability of any remaining provisions of this Agreement shall not be affected.

10. Entire Agreement

Subject to the below exceptions, this Agreement constitutes the entire agreement between the parties relating to its subject matter. You acknowledge that you have not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking

except those expressly set out in this Agreement. You waive any claim for breach of this Agreement, or any right to rescind this Agreement in respect of, any representation which is not an express provision of this Agreement.

However, this clause does not exclude any liability which either party may have to the other (or any right which either party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

This Agreement supersedes any and all previous oral or written promises or agreements, except our:

- 10.1. Website Terms of Use;
- 10.2. Privacy Policy;
- 10.3. Merchandise Terms & Conditions;
- 10.4. Classes & Membership Terms and Conditions; and
- 10.5. Residential Boot Camps Terms & Conditions.

I understand that this, along with the documents specified above, is the entire Agreement between me and Xtreme relating to its subject matter, and cannot be modified or changed in any way by representations or statements by any agent or employee of Xtreme.

11. Acknowledgment of Understanding

I have read this Agreement and fully understand its terms. I understand that I am limiting my rights, including my right to sue. I further acknowledge that I am signing the Agreement freely and voluntarily.

.....
Signed

.....
Print Name

.....
Date