

**WAIVER, RELEASE OF LIABILITY,
INDEMNIFICATION AND CONSENT AGREEMENT**

1. I, the undersigned, know that participating in any physical fitness program can be a potentially hazardous activity. I understand that I should not undertake any physical fitness programs from Morrill Performance and Peak Ultimate, LLC unless I have consulted a physician about my medical fitness to undertake this challenge.
2. I understand that there are certain risks, including but not limited to bodily injury or death, inherent in participating in physical fitness activities, and I assume all risks associated with participating in the MPFPT programs and trainings. Examples of such risks include, but are not limited to, equipment conditions leading to injury, falls, being struck by a vehicle, heart attack, stroke, death, exercise-induced asthma, strains and sprains, broken bones, frostbite, hypothermia, overheating, and injuries or illness as a result of contact with other participants.
3. I understand that participation in the MPFPT programs and trainings is completely voluntary and I have the right to decline to participate. I do hereby give my full consent to participate in the MPFPT programs and trainings.
4. I further understand that Morrill Performance and Peak Ultimate, LLC will not provide any form of medical or other insurance for this Challenge and that any expenses incurred as a result of any illness, injury or death sustained from participating in the Challenge shall not be the responsibility of Morrill Performance and Peak Ultimate, LLC, their affiliates, subsidiaries, officers, directors, employees, or agents.
5. In consideration of the opportunity to participate in the MPFPT programs and trainings, I, for myself and my heirs, legal representatives, agents, successors, and assigns, release and absolve Morrill Performance and Peak Ultimate, LLC and their affiliates, subsidiaries, officers, directors, employees, or agents from any and all liability, loss, demands, damages, costs, expenses, claims, actions, or causes of action for bodily injuries, death, or property damage arising out of or resulting from my participation in this challenge, whether arising in tort or contract or other legal theory and at law or in equity, including, but not limited to, claims for negligence, damage(s) to person or property, compensatory or punitive damages, lost wages, equitable relief, attorneys fees and costs.
6. In further consideration of the opportunity to participate in the MPFPT programs and trainings, I, on behalf of myself and my heirs, legal representatives, agents, successors, and assigns, agree to indemnify and hold harmless Morrill Performance and Peak Ultimate, LLC and Peak Ultimate, LLC and their affiliates, subsidiaries, officers, directors, employees, or agents from and against any liability, loss, demand, damage, cost, claim, action, cause of action, judgment or settlement which might be brought or entered against them as a result of my participation in the challenge. This indemnification shall include attorneys' fees incurred in defending against any claim or judgment and incurred in negotiating any settlement.
7. I expressly agree that this Waiver, Release of Liability, Indemnification and Consent Agreement is intended to be as broad and inclusive as permitted by the law of the State of Colorado, and that if any portion of it is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. This Waiver, Release of Liability, Indemnification and Consent Agreement contains the entire agreement among the parties hereto as to its subject matter.
8. If I am signing on behalf of my child or ward, I agree that all of the above terms apply to the child or ward fully.

THE UNDERSIGNED HAS READ THE FOREGOING WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION AND CONSENT AGREEMENT, FULLY UNDERSTANDS IT AND AGREES TO ITS TERMS. This is a legally binding document.

You are agreeing to these terms by submitting membership to mpfpt.com