

PURSUIT / GARDEN / JESUS CULTURE RELEASE

Assumption of the Risk: I am aware that there are significant risks involved in all aspects of physical training. I understand that the reaction of the heart, lungs, and vascular system to exercise cannot always be predicted with accuracy. I understand that there is a risk of certain abnormal changes occurring during or following exercise, which may include abnormalities of blood pressure or heart rate; chest, arm, or leg discomfort; transient light-headedness or fainting; and in rare instances, heart attack, stroke, or even death. I should look for any signs out of the ordinary, including but not limited to excessive soreness, darkened urine, and pain in the kidney areas in the days following a workout. While this type of injury is relatively rare, it can occur due to many factors that may be beyond the control of PURSUIT/ Garden / Jesus Culture. I understand that the programs and classes offered by PURSUIT are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. These risks include, but are not limited to, falls, which can result in serious injury or death, injury or death due to negligence on the part of myself or other people around me, injury or death due to improper use or failure of equipment. I am aware that any of these abovementioned risks may result in serious injury or death to myself and/or others.

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in PURSUITS' programs and classes and accept full responsibility for any injury or death that may result from participation in any activity, class or physical fitness program.

Liability Release: I fully understand that my personal exercise program may be strenuous, and I choose to participate voluntarily. I accept all responsibility for my health and any results, injury, or mishaps that may affect my well-being or health in any way. I waive any claims, demands, causes of action or any claims for relief whatsoever against, and release PURSUIT (as well Zac Ernst, Garden, Jesus Culture and its owners, employees, or other authorized agents, including independent contractors) from any and all liability, claims and/or causes of action that I may have for injuries or other damages, arising out of participation in PURSUITS' activities, including, but not limited to the programs and classes

I agree that PURSUIT is in no way responsible for the safekeeping of my personal belongings while I attend its programs and classes. I understand that programs and classes at PURSUIT may be physically strenuous and I voluntarily participate in them with full knowledge that there is a risk of personal injury, property loss, or death. I agree that neither I, my heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against PURSUIT or its members for any personal injury, property damage or loss, or wrongful death, whether caused by my negligence or otherwise.

Description of Potential Risks: I understand that no exercise program is without inherent risks regardless of the care taken by an instructor and that my personal safety cannot be guaranteed by my instructor. I realize that when participating in any exercises, particularly those that induce cardiovascular stress, muscular endurance, strength building, and other fitness activities there is a chance of serious injury including but not limited to bruises, musculoskeletal strains and sprains, more serious injuries including but not limited to heart attack, stroke, muscle tears, herniated disks, torn rotator cuffs, or other cardiovascular injuries, or catastrophic injuries including but not limited to death and paralysis.

Participant Responsibilities: If Participant is able to answer affirmatively to any of the following questions, please consult a physician prior to any involvement in PURSUITS' programs and classes:

1. Has your doctor ever said that you have a heart condition and that you should perform physical activity recommended by a physician?
2. In the past month, have you had chest pain when you were not doing physical activity?
3. Do you lose your balance because of dizziness or do you ever lose consciousness?
4. Do you have a bone or joint problem that could be made worse by a change in your physical activity?
5. Is your doctor currently prescribing drugs for your blood pressure or heart condition?
6. Do you know of any reason why you should not engage in physical activity?

I understand that it is my responsibility to:

1. Fully disclose any health issues or medications that are relevant to participation in a strenuous exercise program to the Savage Seals instructor;
2. Cease exercise and report promptly any unusual feelings (e.g., chest discomfort, nausea, difficulty breathing, apparent injury, etc.) during the exercise program; and
3. Clear my participation with my physician.

Participant Acknowledgments: Agreeing to this exercise program, I acknowledge that my participation is completely voluntary. I understand the potential physical risks involved in the exercise program and believe that the potential benefits outweigh those risks. I give consent to certain physical touching that may be necessary to ensure proper technique and body alignment. I understand that the achievement of health and fitness goals cannot be guaranteed. I have had a voice in planning and approving the activities I have chosen to participate in. I have been able to ask questions regarding any concerns I might have, and have had those questions answered to my satisfaction. I am in good physical condition, have no impairment which might prevent my participation in such activities, and have been advised by Savage Seals to consult a physician prior to beginning this program. I have been advised to cease exercise immediately if I experience unusual discomfort and feel the need to stop. I have read and understand the above release; I have been able to ask questions regarding any concerns I might have; I have had those questions answered to my satisfaction; and I am freely signing this release.

I understand that my medical history is a very important factor in the development of my fitness/wellness program. I understand that certain medical or physical conditions which are known to me, but which I do not disclose to PURSUIT may result in serious injury to me. If any of the above conditions change, I will immediately inform PURSUIT of those changes. I, knowingly, and willingly, assume all risk of injury resulting from my failure to disclose accurate, complete, and updated information in accordance with this release.

I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in a fitness program designed by PURSUIT. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in PURSUIT programs and classes

By signing this document, I acknowledge that I have voluntarily chosen to participate in a program of progressive, physical exercise. By signing this document, I acknowledge being informed of the strenuous nature of the program and the potential for unusual, but possible, physiological results including, but not limited to, abnormal blood pressure, rhabdomyolysis, fainting, heart attack, paralysis, or death. By signing this document, I assume all risk for my health and well-being and hold PURSUIT, Garden Church, as well as Zac Ernst, other owners, employees, and authorized agents including independent contractors, harmless therefrom. I understand that questions about exercise procedure and recommendations are encouraged and welcome.

Indemnification: I recognize that there is risk involved in the types of activities offered by PURSUIT. Therefore, I accept financial responsibility for any injury that I may cause either to myself or to any other participant due to his/her negligence. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless PURSUIT, Garden Church, Jesus Culture Church Zac Ernst, owners, agents, employees, independent contractors, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by PURSUIT.

I have carefully read this Agreement and fully understand its contents. I am aware that this is a release and waiver of liability, and I sign it knowingly, voluntarily, and of my own free will.

Participant Name

Date

Participant Signature

Emergency Contact & Contact Information