**HORSEPOWER ASSUMPTION OF RISK AND WAIVER OF LIABILITY**

I, the undersigned, in consideration for Choice Sports Performance & Fitness, Inc. dba Horsepower Strength & Conditioning (“Horsepower”) allowing my participation, use of the facilities, services, and programs or participation in any affiliated seminars at HORSEPOWER (“Program”), acknowledge that my participation in the Program may require me to preform strenuous activities that expose me to inherent risks such as death, injury, disability and damage to property from the following:

1. The negligence of HORSEPOWER, its owners, employees, representatives, volunteers or agents; the negligence of guests, visitors or persons who may be present at or participating in the Program; or the negligence of any applicable governmental entities;

2. Slips, trips, falls, crashes or other such accidents that occur while participating in the Program, or which may be caused by other persons’ participation in the Program;

3. The negligence or lack of adequate training of HORSEPOWER employees, representatives, volunteers, or agents who seek to assist with medical or other help either before or after injuries have occurred.

I agree to release from all liability, discharge and promise not to take legal action against: (i) HORSEPOWER, its directors, owners, employees, representatives, volunteers or agents, (ii) any guest, visitor or person present or participating in the Program; (iii) any sponsor of the Program, their directors, owners, employees, representatives, volunteers or agents; or (iv) any applicable governmental entities, their directors, employees, representatives, volunteers or agents. I agree to release the aforementioned persons from any liability to me, my heirs, next of kin, assigns or personal representatives for any losses, damages, claims or demand arising out of my death, injuries or damages to property, even if their individual or collective negligence contributes to such death, injuries or damages.

I certify to HORSEPOWER that I am eighteen (18) years of age or older and physically fit for participating in the Program, and have not been advised against participating in the Program by a qualified health professional. I freely and voluntarily assume complete personal responsibility for all risks and for my death or any injury or damage that may occur to me or my property as a result of these risks, even if such death, injury or damage occurs in a manner that is not foreseeable to me at this time. I realize that by voluntarily assuming the risks involved, I will be solely responsible for my death or any injury or damage that I sustain.

**Photo/Talent Release**

Horsepower Strength & Conditioning takes pictures of Horsepower members and persons participating in HP programs to use for promotional purposes and programming materials including social media and the Horsepower website.

**I have read this Assumption of Risk and Waiver of Liability thoroughly and understand the terms. My participation in the Program and my execution of this Assumption of Risk and Waiver of Liability are both purely voluntary and I elect to do so in spite of the risks. I understand that this waiver does not expire.**

Participant Signature Date

Print Name

IF PERSON IS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST COMPLETE THE FOLLOWING:

I, the undersigned parent or legal guardian of (“Minor”), hereby execute the foregoing Assumption of Risk andWaiver of Liability for and on behalf of Minor and agree to bind myself, Minor and any heirs, next of kin, assigns or personal representatives to the terms of this assumption of Risk. I represent that I have full legal authority to act for and on behalf of Minor, and I agree to indemnify and hold harmless HORSEPOWER for any expenses, claims or liabilities that may arise as a result of any insufficiency of my full legal authority to execute the foregoing Assumption of Risk and Waiver of Liability.

Signature of Parent or Legal Guardian Date

Print Name of Parent or Legal Guardian