

EXPRESS ASSUMPTION OF RISK AGREEMENT, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

By executing this Agreement, the undersigned Guest, on Guest's behalf, and on behalf of all individuals who are listed as Guests under this Agreement, including Guest's unborn and/or minor children, and Guest's personal representatives, assigns, successors, heirs, and next of kin, (collectively "Guests"), understand, acknowledge and confirm that the use of the Facilities, services, equipment, and premises of Zenergy at Thunder Spring (the "Club") by any Guest(s) involves risk of injury, death and property loss or damage to Guest(s) and/or third parties and such risks may result in damage to Guest(s) and/or a third party. The undersigned Guest, on Guest's behalf, and on behalf of all Guests, assumes all risks arising out of or related to the undersigned Guest's and any Guests' use of the Facilities, including observations and participation. **The undersigned Guest, on Guest's behalf, and on behalf of all Guests, understands, acknowledges, and confirms that this Agreement is entered into for use of the Club's Facilities primarily for recreational and fitness purposes. In consideration of being permitted to enter into and/or use the Club's Facilities for any purpose (or while participating in any Club activity at any location), the undersigned Guest, on Guest's behalf, and on behalf of all Guests, understands, acknowledges and confirms they (as Guests) are authorized to, and do hereby release, waive and forever discharge from any and all liability and hold harmless the Club and its directors, officers, parents, subsidiaries, employees, members, managers, independent contractors, and agents for any personal injury and/or property loss or damage to Guest(s) or third parties resulting from, arising out of, or in any way connected with Guest's use of the Facilities for any purpose, and for any Claims whether caused by the active or passive negligence of the Club or otherwise.**

The following definitions apply to this Agreement. "Claims" means and includes, but is not limited to, any and all attorney fees (including attorney fees on appeal or in bankruptcy court), awards, causes of action, claims, contracts, costs, damages, debts, demands, expenses, injuries, loans, losses, liabilities, litigation, judgments, notes, obligations, recoveries and/or rights, whether for personal injury and/or property damage, known or unknown, contingent or noncontingent, liquidated or unliquidated, asserted or which may be asserted. In addition, the term Claims includes, but is not limited to, claims based on the Club's improper maintenance of its equipment (mechanical or otherwise), grounds, or Facilities; negligent instruction or supervision, including personal training, group fitness classes, rehabilitation and treatments, or inadequate security or staffing; Guests' use of the Facilities, services, or equipment; and/or slipping or tripping anywhere in or about the Club or any location in which the Club operates, or the surrounding area. "Facilities" means and includes, but is not limited to, exercise equipment, exercise rooms, weight rooms, locker rooms, sidewalks, parking lots, stairs, pools, hot tub, day spa, sauna, steam room, tennis courts, or lobby area. The term "risk of injury" includes, but is not limited to, injuries arising from the participation by the undersigned Guest, any Guests, or others in supervised or unsupervised activities at the Club; injuries and medical disorders, including, but not limited to death, heart attacks, strokes, contracting COVID 19, heat stress, sprains, broken bones, and injured muscles and ligaments, among others, arising from exercising, any recreational use of any of the Facilities, participation in any of Club's programs, classes, or activities, or otherwise; and accidental injuries occurring anywhere in or about the Club, including its locker rooms, showers and other Facilities.

The undersigned Guest and every Guest agrees to indemnify and hold the Club and its directors, officers, parents, subsidiaries, employees, members, managers, independent contractors, and agents (the "Indemnified Parties") harmless from any loss, liability, damage, cost or Claim that the Indemnified Parties may incur due to the presence of any Guest(s) in, upon, or about the Club's premises or in any way observing or using any of the Facilities whether caused by a Guest's negligence or otherwise. The undersigned Guest and every Guest further expressly agree that this Agreement, including the release, is intended to be as broad and inclusive as permitted by the laws of the state of Idaho, and if any portion of the foregoing Agreement is held invalid by a court of law, then that portion shall be deemed stricken and the remainder of the Agreement shall continue in full force and effect.

On behalf of myself, the undersigned Guest, and on behalf of all Guests, I acknowledge that I have carefully read this Agreement and I fully understand that this Agreement includes a release of liability, an express assumption of risk and an indemnity agreement. I am aware and agree that by executing this Agreement, I, on my own behalf, and on behalf of all Guests, are giving up any rights I or any and all of the Guests may have to bring a legal action or assert a claim against the Club for its active or passive negligence, or for any defective product on its premises.

I represent that I have the actual authority to, and do hereby enter into this Agreement on my behalf and as an authorized agent, parent, or legal guardian for all the Guests. I have read and voluntarily signed this Agreement and I further agree that no oral representations, statements, or inducement apart from the foregoing Agreement have been made to me.

Signature

Print Name

Date