SUMMIT BARBELL & PERFORMANCE

CLIENT WAIVER, EXPRESS RELEASE OF LIABILITY, ASSUMPTION OF RISK & INFORMED CONSENT

> **IMPORTANT LEGAL DOCUMENT — PLEASE READ CAREFULLY BEFORE SIGNING. BY SIGNING, YOU MAY BE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR INJURIES CAUSED BY ORDINARY NEGLIGENCE.**

1. PARTIES AND COVERED ACTIVITIES

This agreement ("Agreement") is made between the undersigned participant ("Client") and Summit Barbell & Performance, together with its owner, coaches, employees, independent contractors, agents, and representatives (collectively, "Released Parties"). It applies to in-person, online, remote, live, recorded, individualized, and group coaching; Olympic Weightlifting (Snatch, Clean & Jerk, and Jerk); resistance training; conditioning; mobility; sport-performance activities; testing; demonstrations; training plans; and related communications (collectively, "Activities").

2. VOLUNTARY PARTICIPATION AND INFORMED CONSENT

Client voluntarily elects to participate in the Activities, understands that participation is optional, may ask questions before participating, and may decline or stop any exercise. Coaching may involve strenuous physical exertion and technically demanding movements.

3. SPECIFIC RISKS AND ASSUMPTION OF RISK

Client understands and knowingly assumes foreseeable and unforeseeable risks associated with the Activities, including soreness, fatigue, overexertion, strains, sprains, fractures, tendon or ligament injuries, falls, collisions, equipment failure, falling or dropped weights, failed lifts, loss of balance, overhead loading, missed receiving positions, injury to the head, neck, back, or joints, aggravation of existing conditions, fainting, cardiovascular events, permanent disability, and death. Risks may arise from Client's actions, other persons, training environments, equipment, or the acts or omissions of Released Parties. Client accepts these risks to the fullest extent permitted by law.

4. EXPRESS RELEASE OF ORDINARY NEGLIGENCE CLAIMS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CLIENT, FOR CLIENT AND CLIENT'S HEIRS, ESTATE, PERSONAL REPRESENTATIVES, AND ASSIGNS, RELEASES AND DISCHARGES THE RELEASED PARTIES FROM CLAIMS, DEMANDS, DAMAGES, LOSSES, AND CAUSES OF ACTION FOR PERSONAL INJURY, ILLNESS, PROPERTY DAMAGE, OR DEATH ARISING OUT OF OR RELATED TO THE ACTIVITIES, INCLUDING CLAIMS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF A RELEASED PARTY, INCLUDING NEGLIGENT INSTRUCTION, PROGRAMMING, SUPERVISION, OR FAILURE TO WARN. THIS RELEASE DOES NOT APPLY TO CLAIMS THAT CANNOT LAWFULLY BE WAIVED, INCLUDING RECKLESS, WILLFUL, OR WANTON MISCONDUCT WHERE PROHIBITED BY LAW. Nothing in this Agreement limits rights that cannot legally be waived.

5. CLIENT RESPONSIBILITIES AND SAFE EXERCISE DECISIONS

Client agrees to use reasonable judgment, follow applicable facility rules, select manageable loads, use spotters or safety equipment when appropriate, inspect training areas and equipment before use, avoid unsafe attempts, and immediately stop exercise if experiencing pain, dizziness, chest discomfort, unusual shortness of breath, or other concerning symptoms. Client will communicate relevant concerns and may request modifications. A training plan is not a directive to attempt any lift regardless of conditions.

6. REMOTE COACHING AND UNSUPERVISED TRAINING

Client understands that remote programming, video review, messaging, and virtual check-ins do not provide continuous or real-time supervision. Coaches may not see exercise execution, facility hazards, or emergent symptoms, and messages may not be monitored continuously. Client is solely responsible for deciding whether the environment, equipment, assistance, and personal condition are safe for each session. Client will not rely on delayed video feedback as an emergency safety system.

7. HEALTH DISCLOSURES AND MEDICAL CLEARANCE

Client represents that information provided to Summit is accurate to the best of Client's knowledge and agrees to disclose relevant exercise restrictions and changes that may affect safe participation. Client understands that Summit is not a medical provider and does not diagnose, treat, or clear medical conditions. Client is encouraged to seek qualified medical advice when indicated and agrees to comply with restrictions communicated by their treating clinicians. No representation is made that a questionnaire or coaching assessment can identify every health risk.

8. THIRD-PARTY FACILITIES AND EQUIPMENT

Client may train at independently owned gyms or other locations not operated or controlled by Summit. Summit does not warrant the safety, condition, maintenance, accessibility, staffing, or policies of those locations or their equipment. Separate facility agreements may apply. This provision does not excuse any legal duty that cannot be disclaimed.

9. NO GUARANTEES; SCOPE OF SERVICES

Summit provides fitness, strength, skill, and performance coaching, not medical treatment, physical therapy, nutrition therapy, or emergency monitoring. Individual responses and results vary. No specific improvement, competition result, injury prevention outcome, or other result is promised.

10. EMERGENCY RESPONSE

If an emergency occurs during an in-person session, Client authorizes Summit personnel to contact emergency services when reasonably deemed appropriate. Summit does not promise on-site medical staff or a particular response time. Client remains responsible for costs of medical care and emergency transport to the extent permitted by law. For remote sessions, Client must contact local emergency services directly.

11. SEPARATE COMMERCIAL AND PRIVACY TERMS

Coaching fees, renewals, cancellations, refunds, scheduling, and communication policies are governed by a separate Coaching Services Agreement. Any collection, storage, transcription, or use of sensitive health information or consultation recordings will be addressed through appropriate notices and separate consent where required. This Agreement does not grant promotional media rights.

12. GOVERNING LAW; SEVERABILITY; ENTIRE AGREEMENT

This Agreement is intended to be governed by Illinois law, without overriding mandatory protections of another applicable jurisdiction. If any provision is held unenforceable, remaining provisions shall remain effective to the extent permitted by law. This document constitutes the parties' agreement regarding the risks and liability releases described here; changes must be in writing. Electronic signatures and counterparts may be used to the extent permitted by law.

13. ACKNOWLEDGMENT AND SIGNATURE

CLIENT ACKNOWLEDGES THAT CLIENT HAS READ THIS AGREEMENT, UNDERSTANDS ITS TERMS, HAS HAD THE OPPORTUNITY TO ASK QUESTIONS, AND SIGNS KNOWINGLY AND VOLUNTARILY. CLIENT SPECIFICALLY UNDERSTANDS THAT SECTION 4 RELEASES CERTAIN CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF RELEASED PARTIES, TO THE EXTENT ALLOWED BY LAW.

Client legal name: _____

Client signature: _____ Date: _____

Email: _____ Phone: _____

Emergency contact name: _____ Phone: _____

If Client is under 18: Do not use this adult form; obtain a separate attorney-approved minor participation agreement.