



**SPEEDE FITNESS LLC**  
**WAIVER AND RELEASE OF LIABILITY**  
**LAST UPDATED: SEPTEMBER 29, 2022**

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**CONSUMERS WHO WISH TO PURCHASE PRODUCTS AND SERVICES FROM SPEEDE FITNESS LLC MUST ACKNOWLEDGE AND AGREE TO THIS WAIVER AND RELEASE OF LIABILITY PRIOR TO, OR IN CONJUNCTION WITH, THEIR PURCHASE OF ANY PRODUCT(S) OR SERVICE(S) FROM SPEEDE.**

**REPRESENTATIVES WHO ARE PURCHASING PRODUCTS AND SERVICES ON BEHALF OF A COMMERCIAL ENTITY MUST KEEP IN THEIR BOOKS AND RECORDS A WAIVER AND RELEASE OF LIABILITY SIGNED BY EACH PARTICIPANT IN SUBSTANTIALLY THE SAME FORM AS PROVIDED HEREIN.**

Waiver and Release: In consideration of the risk of injury while using the Speede Fitness Products and/or Services (the “Activity”), and as consideration for the right to participate in the Activity, you hereby, for yourself, and your successors in interest, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of your participation in the Activity, and do hereby release and forever discharge Speede Fitness LLC (“*Speede*” or “*Company*”), its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, or any economical or emotional loss, that you may suffer as a direct result of your participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

**YOU ARE VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND YOU ARE PARTICIPATING IN THE ACTIVITY ENTIRELY AT YOUR OWN RISK. YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM, AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. YOU UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM YOUR OWN OR OTHERS’ NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, YOU ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO YOU, OF YOUR PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM, AND DURING THIS ACTIVITY.**

You agree to indemnify and hold harmless the Company against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by you or anyone on your behalf, including attorney’s fees and any related costs, if litigation arises pursuant to any claims made by you or by anyone else acting on your behalf. If the Company incurs any of these types of expenses, you agree to reimburse the Company.

# S P E E D E

You acknowledge that the Company and their directors, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the Company.

**YOU ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS.** The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participant, equipment, vehicular traffic, and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials, event monitors, and/or event producers.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Company, its agents, and its employees.

In the event that you should require medical care or treatment, you agree to be financially responsible for any costs incurred as a result of such treatment. You are aware of, and understand, that you should carry your own health/medical insurance.

In the event that any damage to equipment or facilities occurs as a result of your or your family's willful actions, neglect or recklessness, you acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

Liability Waiver © 2022 Speede Fitness LLC, unless otherwise noted. All rights reserved.