

## RELEASE, WAIVER OF LIABILITY and INDEMNITY AGREEMENT

This exculpatory and indemnity agreement, consisting of release and waiver of liability and an agreement to indemnify Releasees, is entered into as follows:

### PARTIES

First Party: Releasor, Parent's Name: \_\_\_\_\_,

Child's Name \_\_\_\_\_ who has been issued MEMBERSHIP No. \_\_\_\_\_. The Releasor is signing this release and waiver individually, and also on behalf of and encompassing the derivative rights of his or her agents, assigns, consorts (as defined under Florida law for purposes of loss of consortium claims), lienholders, privies, and any other person or entity to the extent that said person or entities can have causes of action which arise as a result of injury to the person or property of Releasor.

Second Party: Releasees, consisting of TriDi Multisport Training, LLC. (hereinafter "TriDi") and its affiliates, consisting of:

- a. its owners;
- b. its insurers;
- c. its employees, while acting as employees of TriDi;
- d. Diane Calloway;
- e. Keith Calloway;
- f. all members of TriDi while participating in a TriDi activity;
- g. all facilities while used during a TriDi activity, to the extent that said entity is indemnified by TriDi;
- h. all TriDi sponsors and co-sponsors for actions arising from TriDi events and activities, to the extent that those entities are indemnified by TriDi;
- i. all agents and persons acting on behalf of TriDi in whatever capacity.

### SCOPE

The Releasor waives, holds harmless, discharges, and forgoes any and all causes of action against Releasees of whatever kind or nature arising from any accident or injury to Releasor, or loss suffered by Releasor, while participating in any activity, program, training, exercise, or event relating in any way, shape or form to TriDi, to the extent that the injury is alleged to be the result of any Releasee's sole negligence, joint negligence, or vicarious negligence. This includes any and all harm caused to Releasor by any third party to the extent that any Releasee could otherwise be liable under Florida law for negligence related to that third party harm, including (for instance, but not limited to) premises liability or negligent security.

### INDEMNITY AGREEMENT

Upon demand made to Releasor, and within 30 days of same, Releasor agrees to indemnify, defend, and hold harmless the Releasees as to the following actions:

- 1) any action alleging the joint negligence of Releasor and Releasees, for any reason;
- 2) any action alleging the Releasee's sole or joint negligence, where that negligence arises from or relates to injury to the person or property of the Releasor;
- 3) any and all actions brought by any third party arising from or related to injury caused by the sole negligence or intentional conduct of the Releasor.

### DURATION

This Release and Waiver of Liability and Indemnity Agreement is valid for the duration of the time that Releasor maintains a membership with TriDi, even if said membership lapses and then is re-activated, and even if Releasor is in default for non-payment of membership dues. For actions arising from Releasor's sole or joint negligence, the indemnity provision is valid forever until revoked by written agreement of the parties.

### CONSIDERATION

Consideration given by Releasees in return for this Release and Waiver of Liability and Indemnity Agreement consists of the privilege to engage in certain training and fitness education and activities associated with TriDi and use of facilities associated therewith. The benefit of this agreement is not limited to the consideration given, and is not dependent upon ongoing consideration. This Release and Waiver of Liability and Indemnity Agreement remains valid and in full force even where Releasor is unwilling or unable to participate in said training and fitness education activities.

### TRESPASS

If at any time Releasor revokes this Release and Waiver of Liability and Indemnity Agreement, Releasor agrees to disengage with TriDi and its affiliates as defined herein during activities related to TriDi, and to refrain from interacting or interfering with said affiliates during the course of their training and activities with TriDi. Releasor will be considered a trespassor on any property under the ownership or control of TriDi and its affiliates as defined herein, or for purposes of any interaction with TriDi or its members, and any duty owed to Releasor upon written revocation of this release will be that owed to a trespassor. This provision of the Release and Waiver of Liability and Indemnity Agreement will survive its written revocation by Releasor.

### COMPLETE AGREEMENT

This document reflects the complete agreement between the parties. No verbal representations have been made or relied upon.

OPPORTUNITY TO READ CONSULT WITH COUNSEL

Releasor understands that this document has been prepared by Counsel for Releasees. This is a legally binding document. Releasor has been provided with a copy of this document to read and review, and has been provided with the opportunity to consult with Releasor's own counsel about it. Releasor has seven (7) days to terminate the agreement for a pro-rata refund of the Membership fee, wherein the member will be charged only for the training sessions attended at the rate in place on the date of execution. Accordingly, Releasor waives and disavows any claim of unfair bargaining power, duress, or other affirmative defense related to the enforcement hereof.

NOTICE

Any and all notices to Releasor under this agreement shall be mailed to the address of record associated with Releasor's membership. Notices may also be served by way of Releasor's e-mail address on record.

As of the date of the execution of this document, Releasor's address of record is:

Mail Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

SIGNED:

Releasor:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

TriDi Multisport Training LLC Release, Waiver of Liability and Indemnity Agreement

Initial \_\_\_\_