



D1 Training Boston-Burlington Waiver and Release Of Liability and Indemnity

I HAVE VOLUNTARILY SOUGHT OUT D1 TRAINING ("D1") TO PROVIDE ME WITH GROUP FITNESS, SPORTS AND SKILL TRAINING, AND OTHER RELATED SERVICES (THE "PROGRAM"). BY SIGNING BELOW, I ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

- I represent that I am physically fit to participate in the D1 Program and that, prior to participation in the Program, I have consulted a physician regarding any limitations or medical risks that I may have in relation to the Programs and represent that I am free from any such limitations and medical risks.
- I understand and agree that the program involves physical exertion and strenuous physical activity by me, which entails certain risks and serious bodily injury, including, sprained ligaments and tendons, rolled ankles, joint soreness and injury, muscle spasms, muscle tears, broken bones, strokes, heart stress, heart attacks, paralysis, disfigurement, and/or death may occur resulting from physical contact with other participants, equipment or surfaces, and/or illness caused by exposure to COVID-19 or other contagions on the premises.
- With full knowledge of the risks of serious bodily injury and death, I voluntarily choose to participate in the program and hereby forever release, covenant not to sue, discharge and waive all liability on behalf of D1 TRAINING BOSTON, LLC, their employees, executives, agents, affiliates (including without limitation, affiliate D1 Sports Holdings, LLC), owners, subsidiaries, partners, sponsors, assigns, owners and lessees of the premises, consultants, volunteers, and contractors (the "releasees") for any bodily injury of any kind, property damage or death, suffered by me as a result of my participation in the Program, regardless of whether such bodily injury or death was due to negligence of any kind committed by D1 or the releasees or otherwise.
- I agree to indemnify and hold harmless D1 TRAINING BOSTON, LLC and the releasees from any loss, liability, or cost they may incur arising out of or related to my participation in the program.
- I assume full responsibility for any bodily injury, death, or property damage arising out of or related to my participation in the program. I shall pay for any damages to D1 property which results from the willful or negligent conduct of myself, my guest, or dependent children.
- I have read this release and waiver of liability and indemnification agreement. I understand the terms and understand I will be voluntarily releasing substantial rights by signing this agreement in consideration for my participation in the program.
- I acknowledge that I have had an opportunity to bargain for different terms, but instead I have voluntarily opted to release substantial rights by signing this agreement, freely and voluntarily.



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If any portion or portions of this Liability Waiver & Release may be held by a court of competent jurisdiction to conflict with any federal, state, or local law, and as a result such portion or portions are declared to be invalid and of no force or effect in such jurisdiction, all remaining provisions of this Liability Waiver & Release shall otherwise remain in full force and effect and be construed as if such invalid portion or portions had not been included herein.

Governing Law. Notwithstanding your agreement not to sue D1 TRAINING BOSTON, LLC and the releasees and without D1 TRAINING BOSTON, LLC or releasees without waiving their rights under the foregoing paragraph, you agree that in the event of any legal action, all such legal proceedings of any kind, including those related to the enforceability of this waiver, shall be brought in State or Federal Court located in Middlesex County, Massachusetts.

Social Media Release. By signing below, I hereby grant D1 TRAINING BOSTON, LLC and affiliate, D1 Sports Holdings, LLC (collectively referred to in this paragraph as "D1") the unconditional right and unrestricted permission to use my likeness, image, voice, and or appearance in photograph, video, or other digital media ("Photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all media assets will become the property of D1 and will not be returned. I hereby irrevocably authorize D1 to edit, alter, copy, exhibit, publish, or distribute these assets for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of any such material. I hereby hold harmless, release, and forever discharge D1 from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization or use of digital assets. D1 agrees to comply with applicable privacy laws.

By signing this Agreement, D1 is allowed to send news and promotional offers to me via phone call, text message, email, or any other form of communication. To opt out, I must send "STOP" to the designated form of communication I want to opt out from.

AGREED AND ACCEPTED BY:

DATE: _____

PARTICIPANT'S NAME: _____

ATHLETE SIGNATURE (or parent/guardian if a minor): _____

PRINTED NAME OF PARENT/GUARDIAN: _____