



D1 Training Middletown Liability Waiver & Release

Please review as you are signing away certain rights and limiting others

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY: I HAVE VOLUNTARILY SOUGHT OUT D1 SPORTS (“D1”) TO PROVIDE ME WITH GROUP FITNESS, SPORTS AND SKILL TRAINING, AND OTHER RELATED SERVICES (THE “PROGRAM”). BY SIGNING AND CHECKING BOXES BELOW, I ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

BY CHECKING THE BOXES BELOW, YOU ACCEPT THE FOLLOWING TERMS:

- 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, illness caused by exposure to COVID-19 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 Division 1 Training of Monmouth, Unit 1 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 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 your participation in the program.
- I have read this release and waiver of liability and indemnification agreement. I understand the terms and understand I will be voluntarily giving up 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 give up substantial rights by signing this agreement, freely and voluntarily.

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 and the releasees and without D1 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 Monmouth County, New Jersey.

Social Media Release. I hereby authorize D1 and affiliate, D1 Sports Holdings, LLC (collectively referred to in this paragraph as "D1") to record my name, likeness, image, voice and participation in film, tape or otherwise for use in all D1 related initiatives. I agree that all photo, video and other production related materials may be edited and otherwise altered at the sole discretion of D1 and used in whole or in part at the sole discretion of D1, whether it be for public or private use. I further agree and understand that I have no rights to any production related to D1 or any benefits derived therefrom, thereby irrevocably and unconditionally releasing and waiving all rights, legal and moral, so that D1 may fully exploit my name, likeness, image, voice and participation in film, tape, social media or otherwise. D1 agrees to comply with applicable privacy laws.

If I am enrolling a minor (7-18), the above release applies equally to their participation.

WITNESS our signatures as of the day and date stated below.

AGREED AND ACCEPTED BY:

Athlete's Full Name _____

Athlete's Signature _____

Parent/Guardian (if Athlete is a minor) _____

Date _____