

Release and Waiver of Liability Agreement

This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (“**Release**”) is made and provided by the person signing below (“**Participant**”), who is entering the fitness space and associated grounds (the “**Property**”) of Recursive Strength and Conditioning, Inc., a Wisconsin Corporation (“**Recursive**”) through promotional notices by and at the invitation of Rich Froning Fitness, LLC d/b/a CrossFit Mayhem, a Tennessee limited liability company (“**Mayhem**”) to utilize the Property and certain Mayhem training programming (“**Mayhem Athlete**”) in conjunction with various weeklong activities of the CrossFit Games championship week during the week of August 1 to August 7 (the “**Event**”), sponsored by Mayhem and Recursive.

Participant voluntarily desires to enter the Property and to use Mayhem Athlete to participate in the Event. Participant acknowledges and agrees that entering into this Release is required as a condition to his/her entering and/or using the Property and Mayhem Athlete during the Event. This Release shall be effective on the date of its execution and delivery by Participant. Participant acknowledges and agrees that this Release is drafted on and behalf of the Sponsor and has no bearing on independent limitations of liability, licenses, and permissions that may be granted or restricted by the owners or operators of the Property.

PARTICIPANT ACKNOWLEDGES AND AGREES THAT THIS RELEASE MAY CONTAIN PROVISIONS SPECIFIC TO ASSUMPTIONS OF RISKS AND REPRESENTATIONS RELATED TO COVID-19 AND PHYSICAL AILMENTS AND COMMUNICABLE DISEASES THAT MAY BE CAUSED AS A CONSEQUENCE OF PARTICIPANT’S EXPOSURE TO COVID-19, WHETHER COVID-19 WAS PREVIOUSLY CONTRACTED AND IS AGGRAVATED BY PARTICIPATION IN THE EVENT OR PRESENCE ON THE PROPERTY, OR WHETHER COVID-19 IS FIRST CONTRACTED AT THE PROPERTY AND/OR BY PARTICIPATION IN THE EVENT. NOTWITHSTANDING ANYTHING ELSE AGREED TO HEREIN OR IN PREVIOUSLY SIGNED WAIVERS, AND TO THE FULLEST EXTENT ALLOWABLE BY LAW, PARTICIPANT HEREBY WAIVES ALL FUTURE CLAIMS ASSERTING LIABILITY AGAINST PROPERTY, SPONSOR, AND EMPLOYEES AND AGENTS OF MAYHEM AND RECURSIVE, AND CONDUCTORS AND PARTICIPANTS OF THE EVENT, FOR ALL FUTURE INJURIES, MALADIES, DISEASES, AND SPREAD OF DISEASES THAT MAY OCCUR AS A RESULT OF PARTICIPATION IN, OR EXPOSURE TO COVID-19 DURING THE EVENT OR ON THE PROPERTY.

The undersigned, on behalf of himself or herself, his or her personal representative, heirs, and next of kin, does voluntarily and with sound mind hereby stipulate and agree:

1. ACKNOWLEDGMENT AND ASSUMPTION OF RISK.

- Participant understands and acknowledges that the Event activities that will take place on the Property, with or without the use of Mayhem Athlete, involve inherent risks with respect to use of fitness equipment and through physical exertion, and that he or she may sustain serious bodily injury, including temporary or permanent disability, paralysis and death, as well as property damage.
- Participant understands and acknowledges that COVID-19 (Coronavirus) is a communicable disease that can be contracted on the Property.
- Participant understands and acknowledges that his/her participation in the Event is completely voluntary and is in no way coerced by Mayhem or Recursive.
- Participant understands and acknowledges that his/her participation in the Event may expose him/her, and the people subsequently in contact with him/her, to the COVID-19 virus and symptoms and complications associated with or arising from COVID-19.
- Participant understands and acknowledges that such risks and dangers may be caused by his/her own actions or inactions, the actions or inactions of others participants in the Event, conditions of the Property, adverse weather conditions, pandemics including COVID-19, or the negligence of the Released Parties (as defined in Section 3 of this Release).

- Participant also acknowledges that any injuries he or she may sustain may be compounded or increased by negligent or delayed rescue operations or procedures of the Released Parties, regardless of whether the Released Parties are obligated to provide such rescue operations or procedures. Participant further acknowledges there may be other risks and economic losses, which may be known to Participant or may be unforeseeable, that are presented by participation in the Event and/or presence on the Property. **PARTICIPANT VOLUNTARILY AND FREELY ASSUMES ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO HIS/HER ENTRY ONTO THE PROPERTY AND HIS/HER PARTICIPATION IN THE EVENT ACTIVITIES ON THE PROPERTY, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.**

2. PARTICIPANT'S REPRESENTATIONS. Participant hereby acknowledges and represents that: (1) Participant has deemed himself/herself as qualified, in light of express and potential risks, to participate in the Event; (2) Participant will at all times wear any advisory safety equipment Participant deems necessary for Event participation, based on Participant's research and the guidance of local, state, and federal officials, including but not limited to gloves, closed toes shoes, facemasks, and braces; (3) Participant's body is in suitable athletic condition for Event participation according to an objective and reasonable basis; (4) Participant shall at all times follow all the rules and regulations for the Event and the Property; (5) Participant has informed himself or herself about the Event and the Property and activities that will be involved in the Event that may be reasonably conducted by web review or personal contact and queries; (6) Participant will not consume or be under the influence of any alcohol or drugs at any time during the Event; (7) Participant does not have reason to believe he or she has contracted, or has been in recent contact with any persons who has contracted, COVID-19, and (8) Participant has fully read and understands each of the provisions of this Release, and prior to signing this Release was aware that a waiver may be required and had the opportunity to consult with an attorney.

3. RELEASE FROM LIABILITY. Participant hereby agrees, on behalf of himself or herself, and his or her heirs and personal representatives, to fully and forever discharge and release Mayhem, Recursive, their affiliates, and their respective partners, agents, operators, managers, employees, and representatives, other individuals participating in the Event, and rescue personnel ("**Released Parties**") from any and all claims Participant may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses, quarantine, loss of employment, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to Participant's entry upon the Property and/or participation in the Event, whether caused by the negligence of the Released Parties or by any other reason. Participant acknowledges and agrees that this Release is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by Participant while on the Property or in any way related to the Event.

4. COVENANT NOT TO SUE. Participant agrees, for himself or herself and natural or legal child, and all of his or her heirs and legal representatives, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which Participant or his or her heirs, dependents, or legal representatives may have as a result of any personal injury, death or property damage, or consequential injury or loss described in § 3 above, Participant may sustain while on the Property and/or participating in the Event.

5. INDEMNIFICATION. Participant hereby agrees to defend, indemnify and hold harmless the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life, economic loss, or damage to property sustained by reason of or arising out of Participant's involvement in any of the Event activities or use of the Property, whether caused by the negligence of Released Parties or otherwise.

6. NO DUTY TO SUPERVISE. Participant acknowledges and agrees that he or she is aware that the Released Parties have no duty to supervise the activities of any participant or spectator participating in the Event, or any other person within the Property. The Released Parties assume no responsibility or liability for the acts or omissions of any such persons.

7. CLASS ACTION WAIVER. Participant agrees that any claim, action, or proceeding arising out of or related to the Release or the Event must be brought in Participant's individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. Any claim, action, or proceeding brought by Participant shall not be consolidated with any other person's claim, action, or proceeding against the Sponsor and/or Property. By agreeing to this Release, Participant waives his/her right to proceed in a claim or dispute on a class, collective, or representative basis.

8. BINDING ARBITRATION AND WAIVER OF LITIGATION. For any and all claims or disputes related to this Release, Participant agrees that such dispute must be resolved by final, binding, and confidential arbitration under the rules of the American Arbitration Association before a three (3) member panel. The panel shall consist of one member selected each by the Released Party and Participant, with the third member selected by the first two arbitrators. Any arbitration against Mayhem shall be held in Cookeville, Tennessee. By agreeing to this Release, Participant waives any right to adjudicate any dispute or action in any other court or forum, including the right to a jury trial. Participant will abide by any decision in the arbitration and any court having jurisdiction may enforce the decision.

9. WAIVER. No waiver of any term or right in this Release shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this Release shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Release thereafter.

10. SURVIVAL AND SEVERABILITY. Any provision of this Release providing for performance by either party after termination of this Release shall survive such termination and shall continue to be effective and enforceable. If any provision or portion of this Release shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

12. COMPLIANCE WITH LAWS. In the performance of the terms of this Release, use of the Property and participation in the Event, the parties shall comply with all applicable federal, state, regional and local laws.

13. ENTIRE AGREEMENT. This Release is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This Release shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND ENTER THIS AGREEMENT FREELY AND VOLUNTARILY.

By: _____ (sign)

Name: _____ (print)

Date: _____