WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

IMPORTANT LEGAL NOTICE

THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE. PLEASE READ CAREFULLY BEFORE SIGNING.

1. Scope of Activities & Locations

This Agreement applies to all in-person services, activities, instruction, and use of equipment provided by Forged Kinetics, LLC ("FK"), including but not limited to personal training, strength and conditioning, exercise and fitness instruction, mobility and movement work, recovery services, heat or cold exposure (such as sauna, steam room, cold plunge, or ice baths), and use of any equipment, tools, or facilities. It covers wherever FK or its trainers are physically present—FK facilities, partner gyms, client homes or residences, apartment/common areas, outdoor locations, and any location where FK provides services, whether owned, leased or controlled by FK or not. This Agreement does not apply to virtual or online services.

2. Assumption of Risk

I understand that participation in FK's physical training, exercise, recovery services and use of equipment involves inherent risks, including but not limited to slips, trips, falls, uneven or slippery surfaces, equipment failure or misuse, physical overexertion, muscle strains or tears, joint injuries, heat- or cold-related stress, cardiovascular events, aggravation of pre-existing conditions, serious bodily injury, permanent disability or death. I knowingly and voluntarily assume all risks, whether known or unknown, foreseeable or unforeseeable, arising from participation in any FK in-person service or activity.

I acknowledge that some FK services may be conducted in semi-private or small-group settings with multiple participants. I understand that participation in group sessions may involve risks related to the actions or omissions of other participants, including accidental contact, collisions, or communicable diseases. I voluntarily assume all risks associated with group or semi-private sessions and agree to follow instructions and respect the space of other participants.

3. Recovery Modalities & Equipment

I acknowledge that FK may offer or provide access to various recovery and wellness modalities and equipment, including:

- Heat exposure (sauna, steam room, infrared devices)
- Cold exposure (cold plunge, ice baths, cryotherapy)
- Compression therapy (pneumatic compression devices, recovery boots, sleeves)
- Vibration therapy (whole-body vibration, percussion devices)
- Assisted stretching or mobility tools
- Other recovery equipment or modalities offered at FK facilities or partner locations

I understand these are intended for general fitness and recovery and are not medical treatments. They may involve risks such as discomfort, dizziness, altered sensation, changes in circulation or body temperature, skin irritation, cardiovascular stress, or exacerbation of pre-existing conditions. I voluntarily choose to use such equipment and modalities and assume all associated risks. I agree to follow all instructions, posted guidelines, and time limits, and I will immediately discontinue use if I experience discomfort or adverse effects.

4. Client-Controlled Environments

When FK provides services at locations not owned, leased or controlled by FK (including my home or residence), FK does not inspect or guarantee the safety of the premises. I accept responsibility for flooring and surface conditions, furniture placement and clearance, lighting, ventilation, temperature control, the presence or behavior of pets, children or other occupants, and any environmental hazards. I agree to inform FK of hazards before training and ensure safe access and egress.

5. Express Release of Ordinary Negligence

I expressly release and discharge Forged Kinetics, LLC, its owners, officers, employees, contractors, agents, volunteers and affiliates ("Releasees") from any and all claims arising from their ordinary negligence. This includes claims related to instruction given or not given, exercise selection, equipment setup, transport, maintenance or use, failure to identify, supervise or warn of hazards, and acts or omissions occurring in FK facilities or client-provided environments. I understand that by signing this Agreement, I waive my right to sue FK for ordinary negligence.

6. No Release of Gross Negligence or Intentional Misconduct

This Agreement does not release claims for gross negligence, willful misconduct or intentional acts, to the extent such claims cannot be waived under applicable law.

7. Medical Representations

I represent that I am physically capable of participating in FK services and have disclosed all relevant medical conditions, injuries, limitations or medications. I understand FK trainers are not medical providers and do not provide medical advice, diagnosis or treatment. I agree to immediately stop activity and notify my trainer if I experience pain, dizziness, shortness of breath, chest discomfort, nausea, or any unusual symptoms. I also agree to inform FK of any changes in my health or physical condition that may affect my participation.

8. Indemnification

I agree to defend, indemnify and hold harmless the Releasees from any claims, damages, losses, liabilities, costs or expenses arising from my participation in FK services, conditions of client-controlled environments, injury to third parties, property damage, actions of pets or guests, or my failure to follow instructions or disclose medical conditions.

9. Minors

If signing on behalf of a minor (under 18 years old), I acknowledge that parental waivers may have legal limitations. I voluntarily assume all risks for the minor, agree to supervise the minor, and agree to indemnify and hold harmless FK from claims brought by or on behalf of the minor. I represent that I have legal authority to sign on the minor's behalf.

10. Governing Law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the state where services are provided. Venue for any dispute arising out of this Agreement or participation in FK services shall lie exclusively in the jurisdiction where the services were performed, unless otherwise required by law.

11. Arbitration & Jury Waiver

Any dispute arising out of or relating to this Agreement or participation in FK services shall be resolved by binding arbitration administered by a recognized arbitration body, unless prohibited by law. I knowingly and voluntarily waive my right to a trial by jury.

12. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements or understandings, whether written or oral. Any modification must be in writing and signed by both parties.

14. Acknowledgment & Voluntary Execution

I certify that I have read this Agreement carefully and in its entirety, understand all of its terms and their legal significance, have had the opportunity to ask questions or seek legal counsel, and am signing this Agreement voluntarily, without duress or coercion. By signing below, I agree to be bound by the terms of this Waiver, Release of Liability, Assumption of Risk, and Indemnification Agreement.

Printed Name of Client

Date

Signature of Client

Printed Name of Parent/Guardian (if under 18)

Date

Signature of Parent/Guardian (if under 18)

Printed Name of Representative from Forged Kinetics, LLC

Date

Signature of Representative from Forged Kinetics, LLC