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 Services

This Agreement applies to all virtual, remote, and online fitness, exercise, coaching, and training services provided by Forged Kinetics, LLC ("FK"), including but not limited to live video sessions, remote programming, virtual consultations, and any other service delivered through electronic or digital means. This Agreement applies regardless of the client's location or country of residence.

2. Assumption of Risk

I understand that participation in physical training, exercise, and recovery activities conducted virtually or remotely 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 virtual service or activity.

I acknowledge that some FK virtual 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 actions, communicable diseases, and other risks arising from a shared virtual environment. I voluntarily assume all risks associated with group or semi-private virtual sessions.

3. Client-Controlled Environments

I understand that virtual services occur entirely in environments not owned, inspected, or controlled by FK, including my home or any other off-site locations. FK does not inspect or guarantee the safety of my training environment. I accept full 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 ensure my training space is safe and suitable before each session.

4. Equipment Responsibility

I acknowledge that I am solely responsible for the condition, placement, maintenance, and use of any equipment I choose to use during virtual training sessions. FK does not inspect, approve, or guarantee the safety of any equipment I use. I agree to inspect all equipment before use and discontinue use of any equipment that appears damaged or unsafe.

5. Technology Risks

I understand that virtual services rely on technology and internet connectivity, which may fail, lag, or be interrupted at any time. I acknowledge that technology failures may limit FK's ability to observe my form, provide real-time corrections, or respond to an emergency. FK is not responsible for injuries or incidents resulting from technology

failures, connectivity issues, or platform malfunctions. I agree to stop activity immediately if I cannot clearly see or hear instructions.

6. Limitations of Remote Instruction

I acknowledge that virtual training is inherently different from in-person training. FK cannot physically supervise, spot, or assist me during virtual sessions. FK's ability to observe and correct my form is limited by camera angles, video quality, and technology. I accept sole responsibility for performing exercises safely and within my ability level, and for stopping immediately if I experience discomfort or uncertainty.

7. 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, program design, failure to identify or warn of hazards, acts or omissions occurring during virtual sessions, and any limitations arising from the remote nature of the services. I understand that by signing this Agreement, I waive my right to sue FK for ordinary negligence.

8. 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.

9. Medical Representations

I represent that I am physically capable of participating in FK virtual 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.

10. 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 virtual services, conditions of my training environment, injury to third parties, property damage, actions of pets or guests, or my failure to follow instructions or disclose medical conditions.

11. 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 during all virtual sessions, 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.

12. Governing Law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the state or jurisdiction where FK's principal place of business is located, without regard to conflict-of-law principles. Venue for any dispute arising out of this Agreement or participation in FK virtual services shall lie exclusively in the jurisdiction where FK's principal place of business is located, unless otherwise required by applicable law. I acknowledge that as a virtual services client, I may be located in a different state, country, or jurisdiction, and I consent to this governing law and venue to the fullest extent permitted by applicable law.

13. Arbitration & Jury Waiver

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

14. 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.

15. 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.

16. 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