

Northwest SUP and Fitness, LLC Waiver and Indemnification Agreement

This Waiver and Indemnification Agreement is made by the undersigned Indemnifier for the benefit of Northwest SUP and Fitness, LLC (“Northwest SUP and Fitness”) who is providing physical training services to be used by Indemnifier. In consideration and as a condition of Northwest SUP and Fitness providing physical training services to Indemnifier, the Indemnifier agrees as follows:

Please initial each paragraph below:

(_____) The Indemnifier is an adult at least 18 years of age and has no medical or physical conditions which could interfere with the physical training provided by Northwest SUP and Fitness.

(_____) The Indemnifier assumes full responsibility for any risks, injuries, or damages known or unknown which might be or actually are incurred as a result of the training provided by Northwest SUP and Fitness hereby waives any and all legal claims against Northwest SUP and Fitness, and Indemnifier will hold harmless and indemnify Northwest SUP and Fitness against any existing or potential liability, claim, suit action, loss, or damage arising out of the Indemnifier’s use of the Northwest SUP and Fitness’s physical training services, including, without limitation, expenses, legal fees, court costs, fines, penalties, interest and other amounts actually and reasonably incurred in connection with arising from or resulting from such physical training.

(_____) The Indemnifier assumes full responsibility for all damage to fitness equipment owned by Northwest SUP and Fitness loaned to or used by Indemnifier and understands that his/her credit card will be charged for the total cost of repair to such damage.

(_____) The waiver of rights by the Indemnifier will continue so long as Northwest SUP and Fitness is or will be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, arbitrational, administrative or investigative that results from the physical training provided by Northwest SUP and Fitness to Indemnifier.

(_____) Should it be necessary for either party to this Agreement to bring legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees and all costs or suit, mediation and/or arbitration.

(_____) This Statement will be governed by and construed in accordance with the laws of the State of Washington. The courts of Clark County, Washington are to have jurisdiction to decide and settle any dispute or claim arising out of or in connection with this Agreement.

I have read the this Agreement and fully understand its contents. By signing this document, I swear that I am at least 18 years of age and voluntarily agree to the terms and conditions stated above.

Signature of Indemnifier

Printed Name of Indemnifier

Date

**PARENT OR GUARIAN ADDITIONAL WAIVER/INDEMNIFICATION
(Must be completed for participants under 18 years of age)**

In consideration of the minor named below being permitted by Northwest SUP and Fitness to participate in physical training, I agree to indemnify and hold Northwest SUP and Fitness harmless for any all claims which may or are actually brought by or on behalf of said minor which are related in any way to the physical training provided by Northwest SUP and Fitness. I agree that I and the minor named below are subject to all the terms and conditions stated above.

Printed Name of Minor

Signature of Parent/Guardian

Printed Name of Parent/Guardian

Date