

Release of Liability, Waiver of Claims, Assumption of Risk, Indemnity Agreement, and Jurisdiction Agreement
BY ACCEPTING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

To: 3PT Limited, owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors and assigns (hereinafter referred to as 3PT Ltd")

DEFINITIONS:

In this agreement:

- a) The term "ATHLETIC ACTIVITY OR "ATHLETIC ACTIVITIES" includes but is not limited to personal training, fitness classes, team or individual competitions, fitness assessments, use of facilities, observation of athletic activities, Olympic lifting, powerlifting, strongman training or competitions, gymnastics, strength conditioning, metabolic conditioning, plyometrics, interval training, mixed martial art training, full contact sparring, mixed martial art competition, brazilian ju-jitsu, bodyweight conditioning, bouldering, rope climbing, macro climbing, stretching, outdoor running on trails or sidewalks, sports, and programs, clinics, seminars, and services provided to the athlete by 3PT Ltd.
- b) The term "INJURY" shall refer to all forms of physical, mental, and emotional injury in any way related to athletic activity and transportation activities including, but not limited to: death, breaks, strains, lacerations, dislocations, exercise induced rhabdomyolysis, heart failure, concussion, frostbite, hypothermia, heat illness, dehydration, trauma, anxiety, and fears.

DISCLAIMER:

3PT Ltd and their owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors and assigns (hereafter referred to as 3PT Ltd) are not responsible for any death, injury, loss, or damage of any kind suffered by any person while using 3PT Ltd facilities, participating in or watching 3PT Ltd activities, caused in any manner whatsoever including, but not limited to, the negligence of 3PT Ltd. I am aware that athletic activities have inherent dangers and risks including but not limited to the potential for serious personal injury or death caused by any 3PT Ltd athletic activities or any condition of the facilities or equipment of 3PT Ltd, some of which include:

- a. Transient light-headedness, fainting, abnormal blood pressure, chest discomfort, muscle cramps, muscle soreness, pain, discomfort, fatigue, nausea, heart failure, exercise induced rhabdomyolysis, and so forth;
- b. All manner of injury resulting from slipping or falling, either roped or unroped, while jumping, skipping, running, walking, lifting, climbing, and impacting against the floor, walls, equipment, other athletes, or any permanent or temporary fixtures or equipment;
- c. Abrasion, entanglement, lacerations, bruising, dislocation, and other injuries resulting from activities on or near stands, racks, weight bars, pullup bars, walls, ropes, cargo nets, medicine balls, and plyo boxes;
- d. Injuries resulting from falling athletes or objects such as weights, dumbbells, bars, medicine balls, ropes, and so forth or by any objects dropped by other persons conducting athletic activities or assisting others;
- e. Failure of the equipment, racks, stands, bars, attachments, anchors, ropes, harnesses; And, I do hereby further acknowledge and agree:
 - a. That the athletic activities I am participating in requires a moderate to high degree of effort, are designed to be high intensity, and are intended to maximally challenge my cardiovascular endurance, stamina, strength, flexibility, speed, power, coordination, agility, balance, and accuracy;
 - b. That I will honestly represent my level of fitness, health, nutrition, use of medication, medical history, and current physical, mental, and medical condition to 3PT Ltd;
 - c. That although 3PT Ltd takes steps to reduce the risks and increase the safety of all athletic activities, it is not possible for 3PT Ltd to make these athletic activities completely safe;
 - d. That I am personally responsible for my preparation prior to athletic activities, my concentration and attention during these athletic activities, and for my post activity rest and recovery;
 - e. That I will learn and obey the rules and regulations of 3PT Ltd, and that I will follow the instructions and directions of 3PT Ltd during athletic activities;
 - f. That I will inform 3PT Ltd immediately should I feel any pain, discomfort, fatigue, nausea or other symptoms that I may suffer during and immediately after athletic activities.
 - g. That I may stop participating at any time and that I may be directed to stop by 3PT Ltd should I display noticeable signs of distress.
 - h. That I, or my child in my absence consent to receive first aid and medical treatment by the 3PT Ltd in the event of an accident, injury or illness during athletic activity.
 - i. That 3PT Ltd may video, audiotape, or photograph you for instructional and promotional purposes without payment of any kind to you and without further notice to you or permission from you.

Release of Liability, Waiver of Claims, Assumption of Risk, Indemnity Agreement, and Jurisdiction Agreement

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of 3PT Ltd, allowing me to participate in 3PT Ltd Athletic Activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

I. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against 3PT Ltd and their owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, servants, representatives, successors and assigns (all of whom are hereinafter referred to as the "RELEASEES")

and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in climbing and transportation activity, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ATHLETIC ACTIVITIES;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Athletic Activities;

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any costs they may incur for medical costs, emergency transportation, and litigation resulting from my participation in Athletic Activities;

4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

5. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of Great Britain and Northern Ireland and no other jurisdiction; and

6. Any litigation involving the parties to this Agreement shall be brought solely within Great Britain and Northern Ireland and shall be within the exclusive jurisdiction of the Courts of Great Britain and Northern Ireland. In entering into this Agreement I am not relying on any oral or written representations or statements made by 3PT Ltd with respect to the safety of athletic activities other than what is set forth in this Agreement.

I CONFIRM THAT I AM OVER THE FULL AGE OF EIGHTEEN (18) YEARS OR AM UNDER THE AGE OF EIGHTEEN (18) YEARS AND MY PARENT/GUARDIAN HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST 3PT Ltd.

Privacy and protection of information: 3PT Ltd WILL NOT SELL OR RELEASE YOUR PERSONAL INFORMATION.

CLUB RULES, TERMS AND CONDITIONS

1. The Management of 3PT Limited do not accept responsibility for the loss or theft of personal belongings whilst on the premises.
2. All direct debits will be taken on or around the 1st of every month.
3. The Management of 3PT Limited do not accept any liability for vehicles parked outside the premises. All vehicles are parked at the owner/driver's own risk.
4. All members/pay as you go/guests of 3PT Limited participate in any activity at their own risk.
5. All members/pay as you go/guests are requested to conduct themselves in a reasonable manner whilst on the premises of 3PT Limited and may be asked to leave if deemed appropriate by the staff or management.
6. Memberships are non-refundable and the Management reserve the right to refuse membership or admission, or to withdraw membership at their discretion.
7. Members should be aware that if they bring a guest to 3PT Limited they are responsible for behaviour of said guest.
8. 3PT Limited is an all-inclusive gym. Football tops or regalia may not be worn for training. Members are asked not to wear clothing that may be deemed sectarian. Tattoos construed as being sectarian must be covered.
9. All Drop In members must attend a minimum of 3 Personal Training Sessions at £30 per session.
10. All members must book their place in class via Mindbody on the website, or telephone in their booking. Should you book a class and not turn up it will automatically be deducted from your membership. Pay as you go members must sign in on entry before training.
11. Parents with children training in CrossFit Kids ARE NOT permitted to interrupt the coaches, or to step onto the training area once the class has begun. This is to comply with stringent insurance and child protection law.
12. Members ARE NOT permitted to video themselves or others doing workouts in The Unit.