

# RELEASE AND INDEMNIFICATION AGREEMENT

I UNDERSTAND that activities sponsored, promoted, demonstrated, or taught by L’Ru Motion and/or Fluid-Axis, its officers, directors, members, employees, trainers, coaches, instructors, agents, and lessors collectively (hereinafter “**L’Ru Motion and/or Fluid Axis**”) can be strenuous activities and involve the risk of physical injury and/or death. I understand I may sustain physical injury and/or death while engaging in such activities and that I should check with my physician before engaging in these activities.

IN CONSIDERATION of being permitted to utilize vertical pole and /or other equipment owned, provided or used by L’Ru Motion and/or Fluid-Axis and engaging in activities sponsored, promoted, demonstrated or taught by L’Ru Motion and/or Fluid-Axis,

I AGREE for myself, my spouse, my personal representatives and heirs, to the following:

1. I RELEASE AND DISCHARGE L’RU MOTION and/or FLUID-AXIS, FROM ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION WHATSOEVER ARISING OUT OF ANY DAMAGE, LOSS OR INJURY TO ME OR TO MY PROPERTY WHILE I AM PARTICIPATING IN THE USE OF ANY VERTICAL POLE OR OTHER EQUIPMENT AND/OR WHILE I AM ENGAGED IN ANY ACTIVITY SPONSORED, PROMOTED, DEMONSTRATED, OR TAUGHT BY L’RU MOTION and/or FLUID-AXIS, WHETHER SUCH LOSS, DAMAGE OR INJURY RESULTS FROM THE NEGLIGENCE OF L’RU MOTION and/or FLUID-AXIS, OR FROM SOME OTHER CAUSE.

2. I acknowledge that there are no certified trainers, coaches, or instructors supervising the use of the vertical pole and other equipment, or supervising the conduct of any activities sponsored, promoted, demonstrated or taught by L’Ru Motion and/or Fluid-Axis. I ACCEPT AND ASSUME ANY AND ALL RISKS AND DANGERS OF BODILY INJURY, PERMANENT DISABILITY, DEATH AND/OR PROPERTY DAMAGE, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF L’RU MOTION and/or FLUID-AXIS, THAT MAY OCCUR TO ME WHILE PARTICIPATING IN THE USE OF ANY VERTICAL POLE OR OTHER EQUIPMENT AND/OR WHILE I AM ENGAGED IN ANY ACTIVITY SPONSORED, PROMOTED, DEMONSTRATED, OR TAUGHT BY L’RU MOTION and/or FLUID-AXIS.

3. I AGREE TO INDEMNIFY AND HOLD HARMLESS L’RU MOTION and/or FLUID-AXIS, FROM ANY AND ALL LOSS, LIABILITY OR EXPENSE, INCLUDING ATTORNEYS' FEES, WHICH THEY OR ANY OF THEM MAY INCUR OR BE EXPOSED TO AS A RESULT OF ANY CLAIM OF BODILY INJURY, DEATH, PROPERTY DAMAGE OR OF ANY OTHER LIABILITY RESULTING FROM MY USE OF ANY VERTICAL POLE OR OTHER EQUIPMENT AND/OR FROM ANY OF MY PARTICIPATION IN ANY ACTIVITY SPONSORED, PROMOTED, DEMONSTRATED, OR TAUGHT BY L’RU MOTION and/or FLUID-AXIS.

4. I agree to pay for any and all damage that occurs to the vertical pole or other equipment resulting from my negligence and/or willful violation of any of the L’Ru Motion and/or Fluid-Axis’s rules or safety guidelines relating to the use of such equipment.

5. I agree to pay all costs, including reasonable attorneys' fees, incurred by L’Ru Motion and/or Fluid-Axis to collect any sums due from me. I agree to pay interest at the rate of 18% per annum on all sums I owe to L’Ru Motion and/or Fluid-Axis that are not when due paid.

6. I agree that exclusive jurisdiction and venue for any lawsuit arising out of this agreement or the dealings between us shall be the state courts located in the City and County of Denver, Colorado. To the extent that any part of this agreement is found to be invalid, void or illegal under applicable law, then any such part shall be inapplicable, and the remainder of the agreement shall continue in full force and effect.

I HAVE READ AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
City, State and Zip

If the Participant is a minor (under the age of 18), then a parent or guardian of the minor who signs below hereby ratifies and approves the foregoing Release and Indemnity on behalf of the minor. IN CONSIDERATION of the minor being permitted to utilize vertical pole and other equipment owned by L’Ru Motion and/or Fluid-Axis and engaging in activities sponsored, promoted, demonstrated or taught by L’Ru Motion and/or Fluid-Axis, the parent or guardian signing below further AGREES TO INDEMNIFY AND HOLD HARMLESS L’RU MOTION and/or FLUID-AXIS, FROM ANY AND ALL LOSS, LIABILITY OR EXPENSE, INCLUDING ATTORNEYS' FEES, WHICH THEY OR ANY OF THEM MAY INCUR OR BE EXPOSED TO AS A RESULT OF ANY CLAIM OR CAUSE OF ACTION MADE BY SUCH MINOR FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM THE MINOR'S USE OF THE VERTICAL POLE OR OTHER EQUIPMENT AND/OR WHILE SUCH MINOR IS ENGAGED IN ANY ACTIVITY SPONSORED, PROMOTED, DEMONSTRATED OR TAUGHT BY L’RU MOTION and/or FLUID-AXIS.

\_\_\_\_\_ Re: \_\_\_\_\_  
Signature of parent or guardian (name of minor)

Date: \_\_\_\_\_