

ACCELERATION NORTH, INC.

PROGRAM ACKNOWLEDGMENT AND RELEASE

I, _____ (participant), and _____ (parent or guardian, if participant is under age 18), in consideration for my participation in the Acceleration North Training Program ("the Program") offered by Acceleration North, Inc. (hereinafter "Acceleration North") do hereby covenant and agree to the following:

Program. I understand and agree that:

- 1. There is a fee for the Training in which I am participating.
2. Payment in full is required prior to the commencement of the first session of any Program and no cash refunds will be given for my failure to complete the Program.
3. If a program is cancelled 1-30 days prior to start date, a \$100 reservation and administration fee will be retained by Acceleration North.
4. Under Acceleration North's NO-SHOW policy, if I do not attend or I am more than ten (10) minutes late for a scheduled appointment, Acceleration North has the option to charge me for the session as if I had participated in and completed it.
5. Acceleration North, its employees or agents, have not provided me with any warranties or representations that participation in any Program will improve or enhance my performance or physical condition.
6. Acceleration North may collect and obtain data as a result of my participation in a Program and use such information in reports or publications. My identity will not be associated with any such reports unless I give my specific consent to do so.

Waiver, Release, and Indemnification. I acknowledge and agree that:

By signing this document, I declare that I have no known medical problems that would preclude my participation in Training, and the information provided to Acceleration North regarding my medical history and physical condition is, to the best of my knowledge, true and correct. My participation in an Acceleration North Program is voluntary and I assume all risk of injury or contraction of any illness or medical condition that may result, or the aggravation of any pre-existing medical condition I may have, or any damage, loss or theft of any personal property resulting or arising out of my participation in the Program. The term "any illness" includes but is not limited to any viral or bacterial infection or disease, e.g. Covid-19, which I may contract or be exposed to through my participation in the Program or by entering any Acceleration North facility or interacting with Acceleration North's employees or other clients/customers. I understand and acknowledge that Acceleration North has no expertise in diagnosing, examining or treating any medical condition, whether existing or incurred as a result of my participation in the Acceleration North Program. I understand and acknowledge that Acceleration North has made no guaranty of success or improvement as a result of my participation in the Program.

I hereby, on behalf of myself, personal representatives, heirs, executors, administrators, agents, successors and assigns, forever release, discharge, indemnify and hold harmless Acceleration North, its affiliates, employees, agents, representatives, shareholders, directors, officers, successors and assigns, and each of them, (hereafter collectively referred to as "Acceleration North") from any and all claims or causes of action (known or unknown) that I may now have or will have in the future as a result of Acceleration North's negligence. This waiver and release of liability includes, but is not limited to, injuries that result from (a) use of any exercise equipment or facilities provided by Acceleration North; (b) use of any exercise equipment or facilities which may malfunction, (c) Acceleration North's improper maintenance of any exercise equipment or facilities, (d) any negligent instruction or supervision provided by Acceleration North, (e) any injuries which occur because of slipping or falling while on Acceleration North premises or equipment, and (f) any illness, aforementioned, that I may contract or be exposed to through my participation in the Program or by entering any Acceleration North facility or interacting with Acceleration North's employees or other clients/customers. I HAVE CAREFULLY READ THIS WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND FULLY UNDERSTAND THAT IT IS A COMPLETE RELEASE OF LIABILITY. I HEREBY WAIVE ANY RIGHT THAT I MAY NOW HAVE OR WILL HAVE TO BRING ANY LEGAL ACTION AGAINST ACCELERATION NORTH AND WILL INDEMNIFY AND HOLD ACCELERATION NORTH HARMLESS FOR ANY CLAIMS OR LEGAL ACTION BROUGHT BY ANY THIRD-PARTY, FOR ANY LIABILITIES THAT MAY RESULT, WHETHER DIRECTLY OR INDIRECTLY, FROM ACCELERATION NORTH'S NEGLIGENCE OR ARISING FROM ANY INJURY OR ILLNESS I MAY SUFFER.

Miscellaneous. The provisions in this document are severable and if any provision is determined to be illegal or unenforceable, the remaining provisions and any partially enforceable provision shall nevertheless be enforceable unless otherwise prohibited by the laws of the State of Minnesota. Acceleration North's failure to enforce any remedy or provision of this document shall not be construed as a waiver of such remedy or provision.

Cancellation Policy:

- a) If program is cancelled 30 days prior to start date, a full refund will be issued.
b) If program is cancelled 1-30 days prior to start date, a \$100 reservation and administration fee will be retained by Acceleration North.
c) There is no refund once the program has started unless an injury or a medical doctor excused illness.
d) Cancellation of sessions during the program must be made with at least 24 hours notification. Failure to do so will result in a forfeiture of those sessions.

By signing below, I acknowledge that I have carefully read and fully understand this acknowledgment and release.

Participant: _____ Date: _____

Signature: _____

Print Name: _____

Parent or Guardian (if applicable): _____ Date: _____

Signature: _____

Print Name _____