



M A U N A



## RELEASE WAIVER

I agree that if I engage in any physical exercise or activity, including personal training, or enter any premises or use any facility or equipment recommended by Mauna Holding, LLC, a California Limited Liability Corporation (hereby referred as "Trainer"), for any purpose, it is at my own risk and I assume the risk of any and all injury and/or damage I may suffer, whether while engaging in physical exercise or not. This includes injuries or damages arising out of the negligence of Trainer, whether active or passive, or any of Trainer's affiliates, employees, agents, representatives, successors, and assigns. My assumption of risk includes, but is not limited to, my use of any exercise equipment (mechanical or otherwise), sports fields, courts, or other areas, locker rooms, sidewalks, parking lots, streets, stairs, pools, whirlpools, saunas, steam rooms, lobby or other general areas of any facilities, or any equipment. I assume the risk of my participation in any activity, class, program, instruction, or event, including but not limited to cycling, weightlifting, walking, jogging, running, aerobic activities, aquatic activities, or any other sporting or recreational endeavor. I agree that I am voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to me or my property that might result, including, without limitation, any loss or theft of any personal property.

I acknowledge that endurance sports are inherently dangerous and I participate at my own risk. I agree that my participation in any organized training/practice sessions, meetings, or racing events is done so at my own risk, and I further acknowledge that I must monitor and evaluate my own health and limitations, and will only participate within my limitations.

I hereby, on behalf of myself, my heirs, assigns and personal representatives, do waive, release, hold harmless, and forever discharge Trainer, its volunteer officers, board members, agents, members, sponsors, promoters and affiliates who so ever from any and all liability, damage, claim, loss, cost or expenses arising from or attributable in any legal way to any action or omission to act of any such person or organization. This agreement is intended to be as broad and inclusive as permitted by the law in the State of California.

I acknowledge that I am 18 years of age or older and that I have read and understood this waiver that I am agreeing to it voluntarily. I agree that by executing this Release Waiver, I am giving up my right to bring legal action or assert a claim against Trainer for any health implications or injuries sustained from the effects of training. I agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.