

WAIVER & DISCLAIMER

ASSUMPTION OF RISK; WAIVER; and LIABILITY RELEASE (the "Agreement") THIS IS A LIABILITY RELEASE. BY AFFIRMATIVELY AGREEING TO IT BY SUBMITTING THIS AGREEMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS AND ARE COMPLETELY RELEASING POTENTIAL CLAIMS. PLEASE READ IT CAREFULLY.

In consideration for the opportunity to attend, participate in or volunteer at the 2TOA AOTEAROA 2018 event sponsored by CrossFit Rotorua Limited and any related activities, use of any equipment, any related competitions, tests, promotional events, training, seminars, workouts, exercise, entertainment, demonstrations, instruction, ceremonies and exhibitions whether manufactured, conducted, owned, leased, organised, operated, managed, supported, sanctioned or sponsored by or on behalf of CrossFit Rotorua Limited and their respective officers, directors, agents, assistants, contractors, volunteers, staff, representatives, guests and employees, as well as coaches, instructors, judges, trainers, the owners, lessors, lessees or operators of any gym, CrossFit-licensed affiliate gym (commonly known as a CrossFit affiliate), 2TOA AOTEAROA 2018 event sponsors, exhibitors and vendors or any other venue, location or equipment used in or with any part of a 2TOA AOTEAROA 2018 event (collectively the "Venue" and together with the "Released Parties") with or without supervision and whether such activities take place at or near the Venue, traveling to or from the Venue or otherwise, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by clicking the appropriate box and agreeing to this Agreement, I, for myself, my heirs, executors, next of kin, successors in interest, guardians, legal representatives, assigns and administrators, agree as follows:

1. Dangerous Activity. I agree and acknowledge that the 2TOA AOTEAROA 2018 event may involve danger and risk, that the risk of injury from the event is significant, that it can be unpredictable, including, but not limited to, the risk of property damage, serious personal injury, paralysis, rhabdomyolysis, musculoskeletal injuries, cardiovascular injuries, cardiovascular trauma, neurological impairment, heart attack, stroke and even death, falls which can result in serious injury or death, injury or death due to negligence on the part of myself or other people around me, and injury or death due to improper use or failure of equipment. I understand and agree that neither my actions, nor the actions of any other person, can necessarily be controlled, and that my safety and health cannot be guaranteed while participating in or observing the 2TOA AOTEAROA 2018 event and related activities or visiting the Venue.

2. Representation as to Physical Condition. I have consulted with a qualified physician about my desired participation in the 2TOA AOTEAROA 2018 event, and will adhere to the guidelines that my doctor recommends; I am physically able to participate in the 2TOA AOTEAROA 2018 event; I do not suffer from ANY health condition which may be aggravated by participating in the 2TOA AOTEAROA 2018 event, including, but not limited to, heart conditions or high blood pressure, back, neck or other skeletal, muscular, respiratory or circulatory problems.

3. Consent to Medical Treatment. I consent to receive first aid, medical and/or surgical treatment, or any other services rendered to me in the event of an injury, accident, or illness I incur during my direct or indirect involvement with the 2TOA AOTEAROA 2018 event. I agree and acknowledge that the Released Parties are

under no obligation to provide such medical treatment. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER INDIVIDUALS OR MEDICAL OR EMERGENCY PERSONNEL.

4. Assumption of Risks. Understanding, acknowledging and agreeing to all the risks and hazards involved with the 2TOA AOTEAROA 2018 event, I freely and voluntarily choose to participate in the 2TOA AOTEAROA 2018 event, travel to, enter and use the Venue, and I HEREBY VOLUNTARILY AND EXPRESSLY AGREE TO ACCEPT AND ASSUME ALL RISK OF LOSS, DAMAGES, THEFT, INJURY OR DEATH THAT MAY OCCUR TO ME OR MY PROPERTY AS A RESULT OF OR INCIDENT TO MY PARTICIPATION IN THE EVENT OR FROM ANY PRIZES THAT MAY BE AWARDED TO ME IN CONNECTION WITH THE EVENT, INCLUDING THE RISK I MAY BE INJURED BY THE ACTIONS OR NEGLIGENCE OF THE RELEASED PARTIES, OTHER PARTICIPANTS OR THIRD PARTIES WHILE PARTICIPATING IN THE EVENT OR VISITING, TRAVELING TO OR FROM OR USING OR VISITING THE VENUE. I understand and agree that by agreeing to this Agreement, I am assuming full responsibility for any and all risk of death, serious personal injury, temporary or permanent disability, or property loss and/or damage suffered by me or my property in connection with the 2TOA AOTEAROA 2018 event or while visiting, traveling to or using the Venue. I understand and agree that this Agreement will be binding on me, my spouse, my guardians, the executors or administrators of my estate, my heirs, my personal representatives, my assigns, my successors in interest, my children, and any guardian ad litem for said children (collectively, the "Releasors"). I accept full and complete responsibility for the safety of myself, any guests, observers or other individuals who I have invited to the Venue, and property, and I assume the risk of damage, theft, loss or injury caused by others to me, my guests and property.

5. Liability Release and Waiver of Claims. On behalf of the Releasors and in consideration for being allowed to participate in the Event and/or use of the Venue, I HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE ANY AND ALL CLAIMS OR CAUSES OF ACTION, NOW KNOWN OR HEREAFTER KNOWN IN ANY JURISDICTION THROUGHOUT THE WORLD, AGAINST THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, ACCIDENT, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION, DELAY, INCONVENIENCE OR OTHER HARM OF WHATEVER NATURE THAT MAY BE DIRECTLY OR INDIRECTLY RELATED TO, ARISING FROM OR SUSTAINED FROM PARTICIPATION IN THE CROSSFIT EVENT AND/OR TRAVEL TO OR FROM OR VISIT TO OR USE OF THE VENUE OR ACTIVITIES RELATED THERETO, NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER NEGLIGENT ACT OR OMISSION OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF ANY RELEASED PARTIES OR OTHERWISE, provided that nothing in this Section 5 shall be deemed to release any Released Party from liability arising from their own willful or intentional injury to me or my property. The claims released hereby include, but are not limited to, any claims I may now have or may hereafter acquire resulting from injury, death, or property damage sustained by me, or to any property that I may own or have rented, leased or borrowed or have in my possession.

6. Unpredictability of Cause; Personal Responsibility. I understand that injuries and harm may result from the 2TOA AOTEAROA 2018 event, including working with and

around weightlifting, exercise and fitness equipment and apparatus, climbing ropes, walls, sports, music or entertainment equipment and machinery from a variety of causes, including the acts or omissions of other persons, weather, ice, snow, ocean or water conditions, ground and environmental conditions and other causes not necessarily predictable or within anyone's control. I agree and acknowledge that the Released Parties do not accept any responsibility for injury, illness, loss, or damages suffered by me and that obtaining insurance to cover these risks is my own responsibility. I assume all risk of personal injury, sickness, or death, and damage to or loss of my belongings and property, and any and all other delay, inconvenience, damage, loss or other expenses I may suffer as a result of or in connection with the event. I agree to be fully responsible for my actions. I assume responsibility for my safety and that of others, including injuries, property damage and harm, to the fullest extent possible and regardless of the acts or omissions of others.

7. Personal Property. I agree that I am responsible for the security and safety of my own property and any personal effects I use, bring to or leave at the Venue or otherwise related to the 2TOA AOTEAROA 2018 event, and that the Released Parties cannot guarantee the security or safety of my property. Should I leave any property at the Venue or otherwise in the custody of the Released Parties, I do so at my sole and absolute risk. None of the Released Parties shall have any liability to me or anyone else in the event of loss, damage, destruction or use, whether authorized or not, by any person or theft of any such property.

8. Indemnification. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, LOSSES, COSTS, DAMAGES, EXPENSES, SETTLEMENTS, JUDGMENTS, CAUSES OF ACTION AND LIABILITIES OF ANY KIND WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN, INCLUDING ATTORNEYS' FEES, IN LAW OR IN EQUITY, ARISING OUT OF OR RESULTING FROM ANY CLAIM RELATED TO MY PARTICIPATION IN THE 2TOA AOTEAROA 2018 event, INCLUDING WITHOUT LIMITATION MY BREACH OF THIS AGREEMENT OR THE EVENT RULES AND POLICIES, MY ACCEPTANCE OR USE OF ANY PRIZE I MAY BE ENTITLED TO, INCLUDING ANY TAX LIABILITY IN CONNECTION THEREWITH, OR FROM ANY INDIVIDUAL I INVITE TO THE EVENT OR VENUE OR ANY OTHER THIRD PARTY CLAIM RELATED TO THE 2TOA AOTEAROA 2018 EVENT.

9. Promise not to Bring Suit. I hereby agree and covenant not to, and shall cause the Releasers not to, bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties or any of them, for any loss or damage arising or resulting from my participation in the 2TOA AOTEAROA 2018 event or my travel to or from or presence at the Venue, and forever release and discharge the Released Parties or any of them from liability under such claims.

10. Guests. I assume all risk of damage or injury to any individuals that I invite as guests at the 2TOA AOTEAROA 2018 event or Venue, whether I am present or not, and hereby agree to fully indemnify the Released Parties against any claims for damages or injury suffered by my invited guests.

11. I hereby give permission to utilise my image(s) for advertisement purposes via internet, photos or other advertising methods. The images may be used for advertisement without any claims, demands, injuries, actions, loses and expenses against 2TOA AOTEAROA 2018 and the released parties.

12. (a) I UNDERSTAND AND ACKNOWLEDGE THAT BY AFFIRMATIVELY CHECKING THE APPROPRIATE BOX AND AGREEING TO THIS AGREEMENT, I

AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY LOSS OR DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

(b) I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS; BY AFFIRMATIVELY CHECKING THE APPROPRIATE BOX, I AM PROVIDING MY ACKNOWLEDGMENT AND AGREEMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

I hereby represent, warrant and covenant to the Released Parties that each of the following is true and accurate:

- I am at least 16 years of age and I have the right to contract in my own name or if I am under 16 my Parent or Guardian may contract on my behalf.