

## **GENERAL LIABILITY WAIVER & RELEASE OF LIABILITY**

### **PLEASE READ CAREFULLY — THIS IS A LEGAL DOCUMENT**

This General Liability Waiver and Release of Liability ("Waiver") is executed by the undersigned individual ("Participant," "I," or "Me") in favor of **Storm Fitness LLC, a Michigan limited liability company, doing business as Storm Wellness Club**, together with its members, managers, officers, employees, agents, contractors, instructors, trainers, medical providers (if applicable), vendors, affiliates, successors, and assigns (collectively, "Released Parties").

#### **1. Scope of Activities and Premises**

This Waiver applies to any and all activities, services, programs, treatments, products, events, or use of facilities provided by or associated with Storm Fitness LLC d/b/a Storm Wellness Club, whether occurring inside or outside the building, including but not limited to fitness services, spa and wellness services, café and food or beverage consumption, use of equipment or amenities, and presence on all surrounding property including parking lots, sidewalks, walkways, landscaped areas, and exterior premises.

#### **2. Acknowledgment of Inherent Risks**

I understand that participation in activities and receipt of services involves inherent risks, including but not limited to physical injury, illness, allergic reactions, burns, slips, falls, overexertion, cardiovascular events, equipment failure, adverse reactions to treatments or food, and aggravation of pre-existing conditions. I acknowledge that these risks cannot be eliminated.

#### **3. Health Representation**

I represent that I am physically and mentally capable of participating in activities and receiving services. I accept full responsibility for monitoring my own health, limitations, allergies, and medical conditions, and I agree to discontinue participation if symptoms occur.

#### **4. Assumption of Risk**

I knowingly and voluntarily assume all risks, known and unknown, foreseeable and unforeseeable, arising from my participation, receipt of services, consumption of food or beverages, and presence on or around the premises, including risks arising from the ordinary negligence of the Released Parties, to the fullest extent permitted by law.

#### **5. Release and Waiver of Liability**

I hereby release, waive, discharge, and covenant not to sue the Released Parties from any and all claims or causes of action arising out of or related to my participation, services received, use of facilities or equipment, consumption of food or beverages, or presence on the premises or surrounding property, except where prohibited by law.

#### **6. Indemnification**

I agree to indemnify and hold harmless the Released Parties from any claims, damages, liabilities, or expenses, including attorneys' fees, arising from my actions or participation.

#### **7. Service-Specific Acknowledgments**

**Spa Services:** I acknowledge that spa and recovery services involve risks including burns, allergic reactions, muscle soreness, and other adverse effects, and I voluntarily assume all such risks.

**IV Therapy (if applicable):** I acknowledge risks including infection, bruising, dizziness, allergic reaction, or other complications. I understand IV therapy is not a substitute for medical care and voluntarily consent to treatment at my own risk.

**Cold Plunge:** I acknowledge risks including cold shock, dizziness, cardiovascular stress, and loss of consciousness, and confirm I am medically cleared to participate.

**Sauna and Steam:** I acknowledge risks including dehydration, overheating, burns, and cardiovascular strain, and I assume all responsibility for safe use.

#### **8. Food and Beverage Disclaimer**

I acknowledge that Storm Wellness Club does not provide medical or nutritional advice through its café offerings and that I am solely responsible for determining suitability of any food, beverage, or supplement consumed.

#### **9. Minors**

If the Participant is under 18 years of age, this Waiver must be executed by a parent or legal guardian, who agrees to all terms on behalf of the minor.

#### **10. Governing Law**

This Waiver shall be governed by and construed in accordance with the laws of the State of Michigan, and any action shall be brought exclusively within Michigan.

#### **11. Severability**

If any provision of this Waiver is held unenforceable, the remaining provisions shall remain in full force and effect.

#### **12. Voluntary Execution**

I acknowledge that I have read and understand this Waiver and voluntarily agree to its terms, understanding that I am waiving substantial legal rights.

Participant Signature: \_\_\_\_\_

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