

**ROGUE FITNESS
WAIVER – PARTICIPANT**

Please read the following carefully before signing:

The individual named below (referred to as “I” or “me”) desires to participate at an event with Rogue Fitness (“Rogue”), more particularly the 2026 Rogue Invitational (the “Event”). As lawful consideration for being permitted by Rogue to participate in the Event, I agree to all of the terms and conditions set forth herein and understand that Rogue is relying on the statements provided herein in allowing me to participate in the Event, and I certify that these states are true and accurate. Therefore, I freely, voluntarily, and without duress execute the waiver below. I understand and agree that:

I understand that I am solely responsible for determining if I am physically fit, in good health and/or properly skilled to participate in the Event and that the tasks I may be asked to do may include strenuous activity and work that may be hazardous to me and physically and mentally demanding. I confirm that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Event, or that would result in my participation creating a risk of danger to myself or to others. I acknowledge that Rogue recommends and encourages that I obtain medical clearance from my General Practitioner prior to my participation in the Event. I confirm that I have not been cautioned against me participating in the Event by any medical practitioner. I understand it is my responsibility to continuously monitor my own physical and mental condition during the Event, and I agree to withdraw immediately and to notify appropriate Event personnel if my continued participation would create a risk of danger to myself or to others.

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against Rogue, and its members, officers, directors, employees, event sponsors, agents, attorneys, volunteers, vendors, contractors, affiliates, shareholders, and their respective successors and assigns (collectively, "**Releasees**"), arising out of or attributable to my participation in the Event.. I further hereby knowingly, intelligently, and voluntarily agree to forever release, discharge, defend, indemnify, and hold harmless, Rogue and the Releasees from any and all fault, negligence, liabilities, costs, claims, actions, damages, demands, penalties, lawsuits and expenses (including but not limited to attorneys’ fees, expert witness fees and court costs), arising out of, resulting from or in any way related to: (i) any physical bodily injury, mental or emotional injury or illness (including death) to me or others; or (ii) any damage to my property or the property of others, before, during, and after my participation in the Event. I hereby release and forever discharge Rogue from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my participation in the Event.

I understand and agree that this Release discharges the Releasees from any liability or claim that I may have against any of them with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my participation at the Event, whether caused by the negligence of any Releasee or otherwise. I also understand that Rogue does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness. **I HEREBY EXPRESSLY AND SPECIFICALLY ASSUME THE RISK OF INJURY OR HARM FROM MY PARTICIPATION AT THE EVENT.**

I consent to administration of first aid and/or medical treatment, and agree to indemnify, waive, release, covenant not to sue, and forever discharge Releasees from any and all liability or claims arising out of such treatment. I hereby release and forever discharge each of the Releasees from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Event.

I understand that neither Rogue nor any other Releasee carries or maintains health, medical, or disability insurance coverage for any participant. **I UNDERSTAND AND AGREE THAT I AM EXPECTED AND ENCOURAGED TO OBTAIN MY OWN MEDICAL OR HEALTH INSURANCE COVERAGE.**

I further hereby grant and convey unto Rogue all rights, title and interest in and to any and all photographs, audio recordings and/or video recordings taken of me in connection with the Event, including my name, likeness and voice, as well as any testimonial statements made by me ("Publicity Items"), including but not limited to, any royalties, proceeds, or other benefits derived from such Publicity Items, and I hereby consent and authorize Rogue and any of its subsidiaries, and anyone else they may authorize, to use the Publicity Items and any reproduction of them in any form, for the purpose of publicizing, promoting and advertising Rogue's activities in any media now known or later developed, in perpetuity and throughout the world. I acknowledge that I will receive no fee for the use of my name, statements and Publicity Items as set forth herein. I further acknowledge that Rogue is the owner of all rights in and to the photograph(s), motion picture(s) and video(s) of my image described above.

PARTICIPANTS UNDER THE AGE OF 18: This is to certify that, I as parent/legal guardian with legal responsibility for this participant/volunteer, do consent and agree to their release as provided above, of all the Releasees, and, for the participant/volunteer, myself, my heirs, the participant/volunteer heirs and next of kin, hereby knowingly, intelligently, and voluntarily agree to forever release, discharge, defend, indemnify, and hold harmless, Rogue and the Releasees from any and all fault, negligence, liabilities, costs, claims, actions, damages, demands, penalties, lawsuits and expenses (including but not limited to attorneys' fees, expert witness fees and court costs), whether caused by the negligence of Rogue or any Releasees or otherwise, arising out of, resulting from or in any way related to: (i) any physical, mental or emotional injury or illness (including death) to the participant/volunteer or others; or (ii) any damage to the participant's/volunteer's property or the property of others, before, during, and after their participation in the Activity or when volunteering with Rogue. I hereby release and forever discharge Rogue on behalf of the participant/volunteer from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my participation at the Event.

I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

I ACKNOWLEDGE THAT I AM AT LEAST 18 YEARS OLD AND OF SOUND MIND AND HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE ROGUE.