



RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (FLORIDA)

Company: RallyX, Inc. (“RallyX” or the “Company”)

Fitness Area Location: 7791 Belfort Parkway, Jacksonville, FL 32256

1) Participant Information

Participant Name: _____

Phone:

Email:

2) VOLUNTARY, OFF-DUTY / PERSONAL-TIME USE (NOT PART OF JOB)

I understand and agree that my use of the Fitness Area is entirely voluntary and is for my personal recreation and fitness. Use of the Fitness Area is not required as a condition of my employment or engagement, and **I may decline to participate at any time**. Use of the Fitness Area is not part of my job duties, and is not directed, managed, or supervised by the Company.

I agree to use the Fitness Area only during my personal time (e.g., before/after my shift or during unpaid personal breaks, as applicable) and not while performing work duties.

3) NO COMPENSATION / NO SUBSTANTIAL DIRECT EMPLOYER BENEFIT

I understand and agree that I will **not be paid or otherwise compensated** for time spent using the Fitness Area, and that the Company does not receive any **substantial direct benefit** from my participation beyond general health, morale, and employee well-being.

4) ASSUMPTION OF RISK (INCLUDING OUTDOOR CONDITIONS)

I understand and acknowledge that using exercise equipment and engaging in physical activity involves **inherent risks**, including but not limited to: slips/falls; strains/sprains; muscle/ligament/tendon injuries; back/neck injuries; broken bones; heat-related illness; dehydration; fainting; overexertion; equipment malfunction; being struck by or dropping weights; and, in rare cases, **serious injury, paralysis, or death**.

I understand the Fitness Area is **outdoors**, and conditions such as heat, sun exposure, wet surfaces, uneven ground, wind, and lighting may increase risk.

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, WHETHER KNOWN OR UNKNOWN, AND WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

5) EQUIPMENT COVERED

This Agreement applies to all Fitness Area activities and equipment, including but not limited to: **kettlebells, dumbbells, Olympic barbells/plates/collars, squat/bench or rack systems (if any), pull-up bars/rigs, rowing machines, SkiErg, and Assault Bike**, and related accessories.

6) HEALTH REPRESENTATION / SAFE PARTICIPATION

I represent that I am physically able to participate and have no condition that makes exercise unsafe for me (or I have consulted a medical professional). I agree that I will:

- Not use the Fitness Area while under the influence of alcohol, cannabis, illegal drugs, or impairing medication.
- Warm up appropriately and exercise within my ability.
- Stop immediately if I feel pain, dizziness, shortness of breath, or unusual symptoms.

I understand the Company is not providing medical advice, **personal training**, supervision, or instruction, and I am responsible for my own decisions and actions.

7) RULES AND CARE OF THE SPACE

I agree to follow posted rules and use equipment responsibly, including:

- Inspecting equipment before use; not using damaged equipment.
- Using collars/clips where appropriate for barbells.
- Keeping clear space around lifters and moving equipment.
- Re-racking weights and wiping down equipment after use.
- Reporting hazards or damaged equipment promptly to: **Stone@teamrallyx.com**.

8) RELEASE OF LIABILITY

In consideration of being allowed to enter and use the Fitness Area, **I, on behalf of myself and my heirs, assigns, personal representatives, and next of kin, RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE:**

RallyX, Inc., and its affiliates, owners, members, managers, officers, directors, employees, agents, volunteers, landlords/lessors, property managers, and insurers (collectively, the “Released Parties”),

FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION arising out of or related to any loss, damage, injury, disability, illness, death, or property damage I may suffer, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE**, to the fullest extent permitted by Florida law.

9) INDEMNITY / HOLD HARMLESS

I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS the Released Parties from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising from or related to:

(a) my use of the Fitness Area; (b) my violation of posted rules; or (c) my negligence or willful misconduct, including claims brought by third parties.

10) PERSONAL PROPERTY

I understand the Company is not responsible for lost, stolen, or damaged personal property.

11) VIDEO SURVEILLANCE

I understand the Fitness Area may be monitored by **video surveillance (video only — no audio)** for safety, security, and incident review purposes, and I consent to such video recording while I am in the Fitness Area, to the extent permitted by law.

12) EMERGENCY MEDICAL AUTHORIZATION

If an emergency occurs, I authorize the Company to seek or facilitate emergency medical assistance if I am unable to consent, and I agree I am responsible for any related costs.

13) SEVERABILITY

If any portion of this Agreement is found invalid or unenforceable, the remaining portions will remain in full force and effect.

14) GOVERNING LAW / VENUE

This Agreement will be governed by the laws of the State of Florida, **without regard to conflict-of-law rules**. Any dispute shall be brought in the state courts located in **Duval County, Florida** or the federal courts serving that area, unless prohibited by law.

15) JURY TRIAL WAIVER / ARBITRATION

JURY TRIAL WAIVER: I knowingly waive any right to a jury trial for disputes arising from this Agreement.

ARBITRATION: Any dispute will be resolved by binding arbitration in Duval County, Florida under JAMS rules.

16) Entire Agreement

This Agreement contains the entire agreement regarding Fitness Area use and supersedes prior statements or understandings.

ACKNOWLEDGMENT AND SIGNATURE

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS (INCLUDING THE RIGHT TO SUE), AND SIGN IT FREELY AND VOLUNTARILY.

ELECTRONIC SIGNATURE; CONSENT TO ELECTRONIC RECORDS.

I understand and agree that this Agreement may be executed and delivered by **electronic signature**, and that any electronic signature (including typed name, checking a box, clicking “I Agree,” drawing a signature, or other electronic indication of intent) shall be deemed my **legal signature** and shall be as valid and enforceable as an original handwritten signature.

I consent to receive, execute, and store this Agreement and any related notices or records **electronically**. I understand I may request a paper copy by contacting hr@teamrallyx.com, and that my consent is not conditioned on purchasing or receiving any goods or services.

CHECKBOX ASSENT.

By checking this box and signing below, I acknowledge that I have read this Agreement, understand it, and agree to be bound by its terms.

Participant Signature: _____ **Date:** _____

Printed Name: _____

MINOR ADDENDUM

I am the parent/legal guardian of the minor named below and consent to the minor’s participation and agree to all terms on behalf of myself and the minor.

Minor Name: _____ **DOB:** _____

Parent/Guardian Name: _____

Signature: _____ **Date:** _____