

# NextStride LLC

801 Fisher Ave Crookston, MN 56716

## WAIVER AND RELEASE OF LIABILITY

This Waiver and Release of Liability (“Agreement”) is entered into by the undersigned participant (“Participant”) in favor of NextStride LLC, including its owners, managers, employees, contractors, agents, representatives, successors, and assigns (collectively, “NextStride”).

### 1. Acknowledgment of Activities and Risks

Participant acknowledges that they are voluntarily participating in programs, events, activities, services, or use of equipment provided by NextStride (the “Activities”). Participant understands that the Activities may include physical exertion and could involve risks, including but not limited to injury, illness, property damage, or other unforeseen hazards. Participant understands these risks and agrees to assume all such risks, whether known or unknown.

### 2. Waiver and Release

In consideration of being permitted to participate in the Activities, Participant releases, waives, and discharges NextStride from any and all claims, demands, causes of action, damages, or liabilities arising out of or related to the Activities, including those arising from the negligence of NextStride, to the fullest extent permitted by law. Participant agrees not to sue or bring any claim against NextStride for any injury, damage, or loss connected to the Activities.

### 3. Indemnification

Participant agrees to indemnify and hold harmless NextStride against any claims, damages, losses, liabilities, or expenses (including attorney fees) arising out of Participant’s involvement in the Activities.

### 4. Medical Treatment Consent

Participant authorizes NextStride to seek emergency medical treatment on their behalf if necessary. Participant is responsible for all costs related to such treatment.

### 5. Personal Property

Participant understands that NextStride is not responsible for lost, stolen, or damaged personal property.

### 6. Compliance with Rules

Participant agrees to follow all instructions, rules, and safety guidelines provided by NextStride and its representatives.

**7. Binding Effect**

This Agreement is binding on Participant and their heirs, family members, executors, administrators, and assigns. If any part of this Agreement is held invalid, the remainder shall continue in full force.

**8. Governing Law**

This Agreement shall be governed by and interpreted according to the laws of the state of Minnesota.

**9. Acknowledgment of Understanding**

Participant acknowledges that they have read this Agreement, understand its terms, and sign it voluntarily. Participant understands that they are giving up substantial legal rights by signing.

Participant Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

If Participant is under 18:

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_