



RULES, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

Boot Camp Las Vegas LLC doing business as Camp Rhino (hereinafter referred to as Camp Rhino) provides an opportunity for participants to be involved in extreme workouts, training, classes, events, instruction, and other activities (hereafter referred to as “Camp Rhino Workouts”) which are an extreme test of toughness, strength, stamina, camaraderie, mental grit and all of which pushes the participants to their physical limitations and perhaps beyond and as a result, there are inherent risks. All participants agree to be bound by this assumption of risk, waiver of liability, and waiver agreement (hereinafter “Agreement”) as a condition to being involved in any Camp Rhino Workout and agree to be bound by the Rules as later herein defined.

1). Rules. As of the date of this Agreement, I have been given a written copy of the rules a copy of which are herein attached as Exhibit A entitled RULES ADDENDUM (hereinafter “Rules”). I have had an opportunity to read and by signing this Agreement I warrant and certify that I understand the Rules. It is agreed that the Rules may be modified (as posted on our website or around the gym) or that additional rules may be posted throughout the facility or posted throughout the shopping center, or additional instructions may be given to me by a trainer. Collectively, the attached Rules, the rules posted throughout the gym and shopping center, and the instructions of the instructor shall hereafter collectively be defined as the “RULES OF THE FACILITY”. I agree to unconditionally abide by all of the RULES OF THE FACILITY. I acknowledge and agree that Camp Rhino and its employees, trainers, or personnel may immediately cause anyone who disobeys any RULES OF THE FACILITY or whose behavior endangers safety or negatively affects a person, trainer, facility, or property of any type or kind, to be removed from the gym, facility, event or course. I further agree to comply with all directions, instructions and decisions of Camp Rhino and its personnel. I agree that if any of the RULES OF THE FACILITY are not clear to me I shall immediately ask a trainer for additional clarification. I further agree not to challenge or disobey the RULES OF THE FACILITY during any active workout,, event, or activity as I understand that my abidance by the RULES OF THE FACILITY protect myself, other participants, bystanders, and the trainers.....

2). **Facility.** The **RULES OF THE FACILITY** shall be applicable to all workouts, events, and activities located at the gym located at 7211 South Eastern Avenue, Las Vegas, Nevada, the entire Shopping Center in which the gym is located, or at any remote location if an event is organized by Camp Rhino (hereinafter collectively referred to as “Facility”).

3). Parties

Released Parties include Boot Camp Las Vegas LLC and/or Camp Rhino and its directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, the Warm Springs Marketplace Shopping Center including L.D. Warm Springs, LLC, L.D. Warehouse, LLC, Albertsons, CVS, and Chase Bank, and volunteers; all Boot Camp Las Vegas LLC and/or Camp Rhino events, workouts and all activities sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, HRHH Hotel/Casino, LLC and its directors, officers, employees, agents, contractors, insurers and representatives of any of the foregoing.

Releasing Parties include: the participant as well as participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf.

4). Assumption of Inherent Risks

Camp Rhino hereby discloses the following Inherent Risks.. Camp Rhino Workouts are extremely difficult and sometimes require exhaustive physical effort, and might include challenging obstacles that push participants to their physical limits and also might take place in hostile environments that might include extreme heat or cold, snow, fire, mud, extreme changes in elevation, and water. Some Camp Rhino Workouts include runs, military style obstacles, going through pipes, traversing cargo nets, climbing walls, swimming in cold water, throwing or carrying

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heavy objects, and traversing muddy areas. Camp Rhino Workouts can be physically hazardous activities that present the ultimate physical and mental challenge to participants. I acknowledge that Camp Rhino Workouts and all related activities are an extreme test of my physical and mental limits that carries with it inherent risks of physical injury. Inherent risks of physical injury means that when engaged in Camp Rhino Workouts that there is always a potential that you or any participant could be injured) regardless of the care and precautions taken by Camp Rhino. I also understand that Camp Rhino Workouts are extremely strenuous and as a result has the inherent risk and danger with pushing yourself to your physical limits. I understand that these hazards may be magnified due to the fact that the Camp Rhino Workouts are sometimes conducted under what may be extreme conditions and circumstances and may require extreme physical effort and feats. I understand and acknowledge that the inherent risks include a risk of you or any participant being physically injured by but not limited to: 1) contact or collision with persons or objects (e.g., collision with spectators or course personnel), contact with other participants, contact or collision with motor vehicles or machinery, and contact with natural or man-made fixed objects or obstacles); 2) encounter with obstacles (e.g., natural and man-made water, road and surface hazards, close proximity and/or contact with thick smoke and open flames, barbed wire, and pipes); 3) equipment related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect course conditions); 4) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 5) inadequate first aid and/or emergency measures; and 6) judgment-and/or behavior-related problems (e.g., erratic or inappropriate co-participant behavior, erratic or inappropriate behavior by the participant, errors in judgment by personnel working the events, workouts and all activities. I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorized as minor, serious, or catastrophic. Minor injuries are common and include, but are not limited to: scrapes, trips, falls, slips, bruises, sprains, nausea, heat and cold injuries, animal bites and/or stings, and cuts. Serious injuries are less common, but do sometimes occur. They include, but are not limited to: property loss or damage, over-use syndrome, broken bones, fractures, torn ligaments, concussions, exposure, heat-related illness, mental stress or exhaustion, infection, and concussions. Catastrophic injuries are rare; however, could occur which might include drowning, near-drowning, permanent disabilities, spinal injuries and paralysis, stroke, heart attack, and even death. All of the above within this Paragraph shall be defined as "Inherent Risks".

I understand that it is my responsibility to inspect the Facility, including the equipment and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify a trainer. By participating in the events, workouts and all activities, I am acknowledging that I have found the course, facilities, equipment, and areas to be used to be safe and acceptable for participation. I accept full and sole responsibility for the condition and adequacy of my equipment.

I understand fully the Inherent Risks involved in the Camp Rhino Workouts and all activities and assert that I am willingly and voluntarily participating in the events, workouts and all activities. I have read this Agreement entirely and acknowledge that 1) I know the nature of the Boot Camp Las Vegas LLC and/or Camp Rhino events, workouts and all activities; 2) I understand the demands of this activity relative to my physical condition; and 3) I acknowledge that I understand the potential impact of the types of injuries that may result from the Camp Rhino Workouts, events, and all activities. I hereby assert that I knowingly assume all of the Inherent Risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of participating in the Boot Camp Las Vegas LLC and/or Camp Rhino events, workouts and all activities.

Waiver of Liability for Ordinary Negligence

In consideration of being permitted to participate in the Camp Rhino Workouts, events, and all activities, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge Camp Rhino and the other Released Parties from any and all claims resulting from the Inherent Risks of Camp Rhino Workouts, events, and all activities or the ORDINARY NEGLIGENCE or OMISSIONS of Camp Rhino or other Released Parties.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the Camp Rhino Workouts, events, and all activities participation. This includes injury during course inspection, observation, practice runs, the events, workouts and all activities, and while at the Facility or events or activities organized by Camp Rhino (including, but not limited to stands, sidewalks, parking areas, restrooms, and dressing facilities); and 2) any and all claims resulting from damage to, loss of, or theft of property.

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Indemnification Agreement

I hereby agree to hold harmless, release, defend, discharge, and indemnify Camp Rhino and the Related Parties, co-participants, rescuers, and others arising from my conduct in the course of my participation, including attorneys' fees and costs, and any other expenses incurred as a result of a breach of the terms of this Agreement from any and all claims made by me (or any Releasing Party) arising from any harms injury or loss due to my participation in the Camp Rhino Workouts, events, and all activities

Other Agreements

Venue and Jurisdiction:

I understand that if legal action is brought, the appropriate state or federal trial court for the county of Clark in the State of Nevada has the sole and exclusive jurisdiction and that only the substantive laws of the State of Nevada shall apply.

Severability:

I understand and agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Nevada and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Integration:

I agree that this Agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire Agreement between me and Camp Rhino . This Agreement cannot be modified or changed in any way by representations or statements by any agent or employee of Camp Rhino. This Agreement may only be amended by a written document duly executed by all parties.

Mediation and Arbitration:

In the events, workouts and all activities of a legal issue, I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by non-binding mediation, I agree that all disputes, controversies, or claims arising out of my participation in Camp Rhino Workouts, events, and all activities shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties.

Agreements for the Protection of Participants:

Initial next to all of the following:

I have read the RULES attached hereto and understand and agree to be bound by them completely including modifications thereto.

I assert that I am in good health and in proper physical condition to safely participate in the Boot Camp Las Vegas LLC and/or Camp Rhino events, workouts and all activities. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Camp Rhino Workouts, events and all activities, or that would result in my participation creating a risk of danger to myself or to others.

I acknowledge that Camp Rhino recommends and encourages each client to get medical clearance from his/her personal physician prior to participation.

I assert that I have not been advised or cautioned against participating by a medical practitioner.

I understand that it is my responsibility to continuously monitor my own physical and mental condition during all exercises, and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.

I attest that I am covered by medical insurance including accidental coverage and that insurance shall be primary to all other insurances.

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In the events, workouts and all activities of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize Camp Rhino personnel and emergency medical personnel called for on my behalf to make emergency medical decisions on my behalf (including, but not limited to CPR and AED).

I authorize Camp Rhino to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Camp Rhino, and I shall be responsible for all costs associated with any and all emergency medical care and transportation.

I acknowledge that Camp Rhino has instituted its Rules of the Facility for the protection of the participant and co-participants. I agree and recognize the authority of Camp Rhino to halt my participation (and, if necessary, have me removed from the premises) if my participation, conduct, or presence endangers myself or my co-participants.

Acknowledgment of Understanding:

I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to give a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE or OMISSIONS of Camp Rhino and other Released Parties or the INHERENT RISKS of Camp Rhino Workouts, to the greatest extent allowed by law in the State of Nevada.

EMAIL _____ TELEPHONE # _____

SIGNATURE _____ DATE _____

PRINTED NAME: _____

EMERGENCY CONTACT NAME _____ PHONE NUMBER _____

EXHIBIT A

RULES ADDENDUM

For the safety and protection of everyone participating at the Facility or at Camp Rhino Workouts all participants agree to the following Rules:

Attitude and Behavior: I agree to exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude.

Govern Participation: I understand that Camp Rhino or its hired trainers have the authority to issue instructions or directions relating to the manner of my safe participation in the Course or Related Activities and the absolute authority to halt my participation in a workout, a course or related activity at any time they deem it necessary to protect the safety of myself, participants, spectators, and personnel; and/or promote fairness and the spirit of Camp Rhino.

Alcohol & Drugs: Alcohol and drugs are not allowed at the Facility or Camp Rhino sponsored events. I certify that I am not and will not ever be under the influence of alcohol or any drugs that would in any way impair my ability to safely participate at a Camp Rhino Workout, at the Facility, Camp Rhino event or activity. I further, understand that alcohol consumption following the events, workouts and all activities is discouraged by Camp Rhino and Camp Rhino shall take no responsibility whatsoever for any decision to consume alcohol at any time before, during or after a Camp Rhino activity. Furthermore, I agree to notify a trainer if you become aware of have suspicion that another participant or spectator is under the influence of drugs or alcohol at the Facility.

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Scheduled Camp Rhino Workouts and Special Events. I acknowledge that Camp Rhino at its sole and absolute discretion may delay, modify, or cancel the Camp Rhino events, workouts and all activities if conditions or natural or man-made emergencies make administering the events, workouts and all activities unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any events, workouts and all activities beyond the control of Camp Rhino including but not limited to: high wind, rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labor difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. In the events, workouts and all activities of a delay, modification, or cancellation of the Camp Rhino Workouts, events, or activity, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with the cancelled or delayed activity.

Dues and Fee Refunds: I understand that all fees and associated costs (including optional product purchases, spectator tickets, and donations), paid in registration for Camp Rhino Workouts, events, and all activities are not refundable for any reason under any circumstances, including but not limited to injury, a scheduling conflict, and/or events, workouts and all activities cancellation.

Photography: I understand that any and all photographs, motion pictures, recordings, and/or likenesses (hereinafter "Images") of me captured during or at the Camp Rhino workouts, events and activities and I agree that all such Images shall become and is the sole property of Camp Rhino and/or assigns. I grant the right, permission and authority to Camp Rhino to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate business purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that Camp Rhino, as sole owner, has the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.

Specific Rules: I specifically acknowledge and agree to abide by the following rules: 1) no urination or defecation is permitted outside of designated areas; 2) no wheeled conveyances or pets are allowed in the Course at any time; 3) no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted; and 4) obey civil and criminal laws including traffic laws.

Appropriate attire:

I understand that I should wear workout attire and protective gear where prudent.

Safety: I understand that I should move the safety pads to obstacles I'm using in case I should fall.

Equipment: Immediately tell the front desk or a Camp Rhino trainer if equipment needs to be maintained or is broken

Cleanliness: Notify the front desk if the restrooms or any other area in Camp Rhino need to be serviced and tidied up.

Parents: All parents bringing children must each time sign in at desk and must take full responsibility for their children, putting safety pads where they are using obstacles and approving each activity and exercise they participate in.

Weapons: No weapons are allowed in Camp Rhino.

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CHILD ADDENDUM

1). Request for Admission of Children under the age of 18. As a member subject to the Rules of the Facility, and as the true legal Parent or Legal Guardian of the following named minor child, by signing below agree to the terms stated herein.

MINOR CHILD'S FULL NAME	DOB	RELATIONSHIP TO MINOR CHILD
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Assumption of Risk.

The Camp Rhino Facility and Camp Rhino Workouts poses significant risk of serious injury to Children and other participants and members. Camp Rhino Workouts are dangerous to adults and even more dangerous to children. The risks of injury include but are not limited to cuts, bruises, broken bones, slips, collisions, trips, sprains, and more. Camp Rhino does not have any supervision for the Children and I agree to take responsibility to monitor them to make sure that they follow all Rules and Regulations of the Facility.

Waiver of Liability.

I agree to release and discharge Camp Rhino, its personal, owners, operators, the facility owners, agents, volunteers and all other parties related to the ownership and operation of the gym and facility ("Released Parties") from all liability whatsoever, and waive all claims, demands and actions for any and all injuries, harms, or damages sustained by the children named above in connection with their use or presences at the facility, gym or Camp Rhino sponsored event whether within the gym itself or outside of the gym either at the shopping center in which it is located or other location whereas Camp Rhino is associated arising or resulting from the negligent acts or omissions of Camp Rhino or the negligent acts or omissions of me, any other child at the gym, other members, guests, visitors or other persons at the gym or outside of the gym. I agree to defend, indemnify and hold Camp Rhino and the Released Parties harmless against any and all claims including attorneys' fees and costs, brought by anyone against Camp Rhino related to such injury, harm or damages.

Sponsor. By signing below, I agree to be the Responsible Sponsoring Member, and agree that I will be responsible for the supervision of the Children to insure that they follow the Camp Rhino's Rules of the Facility and Rules and will be responsible for the children named above at all times while they are at Camp Rhino or a Camp Rhino sponsored event. I agree that I will not leave the Children unaccompanied and I will not leave the Children alone in the facility at any time. In no circumstances will I drop the Children off and leave the gym. In the event that the Children named above are involved in an accident or incident that requires medical attention, I agree that as the Responsible Sponsoring Member will be responsible for making all decisions related to medical and survival procedures of the Children, including but not limited to decisions and the costs therefor about medical care, the administration of drugs, the performance of life sustaining procedures, and transportation and admission to any hospital, health center or medical clinic. I warrant that the Children are in good physical condition and that the Children are not on any medications or that they do not have any disease or injury that would preclude them from physical activity.

By signing below, I certify that I am either the Parent or true legal guardian of the Children named above and I have thoroughly read, fully understand, and voluntarily accept and agree to its terms.

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Signature

Telephone Number

Date:

Print Name

Parent Agreements for Children on the Boot Camp Las Vegas LLC and/or Camp Rhino Premises: (all of the preceding agreements apply to your children as well) Initial next to all of the following:

____ I understand that Boot Camp Las Vegas LLC and/or Camp Rhino are not responsible for children. Should it be necessary to bring a child, I understand they must be away from any and all activities and Boot Camp Las Vegas LLC and/or Camp Rhino participants to avoid any possibility of injury to them. I also agree that they will conduct themselves responsibly while on Camp Rhino Premises. I agree I will control my own children. I understand that there is no supervision for my children on the Boot Camp Las Vegas LLC and/or Camp Rhino Premises and that I must supervise at all times, and take full responsibility for their actions and any damages that may occur as a result.

____ I agree that while at the Boot Camp Las Vegas LLC and/or Camp Rhino events I must stay with them at all times, and I understand that there is no supervision provided by Boot Camp Las Vegas LLC at all. I agree that my child is in good physical condition and has no disease or injury that would keep him/her from taking part in these activities. I assume all risks and hazards incidental to such participation.

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