



DMN8 WAIVER AND RELEASE OF LIABILITY

Effective Date: October 1, 2026

Version: 2026.1

IMPORTANT - PLEASE READ CAREFULLY. THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS AND INCLUDES AN ASSUMPTION OF RISK AND A RELEASE OF CLAIMS, INCLUDING CERTAIN CLAIMS ARISING FROM ORDINARY NEGLIGENCE.

This Waiver & Release of Liability ("Waiver") is entered into between the undersigned participant ("Participant," "you," or "your") and DMN8, LLC and its owners, officers, employees, trainers, contractors, agents, and affiliates (collectively, "DMN8"). It applies to your participation in the Activities described below at DMN8 facilities, through DMN8 programs, or otherwise under DMN8's direction or operation.

1. Activities Covered

This Waiver applies to all fitness, training, wellness, recovery, and other physical activities or services offered or made available by DMN8, including, without limitation, open gym access; group fitness; yoga; Pilates; semi-private training; personal training; strength, conditioning, mobility, and recovery activities; sauna and cold-plunge use; private showers and recovery areas; use of exercise, fitness, and recovery equipment; and any other physical activity, class, program, event, amenity, or service offered by DMN8 (collectively, the "Activities").

2. Assumption of Risk

I understand that participation in the Activities involves inherent and other risks that cannot be completely eliminated, even when reasonable care is used. These risks may include physical or psychological injury, illness, pain, strains, sprains, fractures, falls, collisions, overexertion, dehydration, cardiovascular events, exposure to communicable illness, property loss or damage, disability, drowning, and death.

I understand that risks may arise from my own actions or inactions; the actions or inactions of other participants; instruction, supervision, or program design; the condition or use of facilities or equipment; and other known or unknown circumstances associated with the Activities.

I voluntarily choose to participate in the Activities and knowingly assume the risks associated with that participation to the fullest extent permitted by law.



3. Release of Liability - Including Ordinary Negligence

TO THE FULLEST EXTENT PERMITTED BY CALIFORNIA LAW, I, ON BEHALF OF MYSELF AND MY HEIRS, ESTATE, PERSONAL REPRESENTATIVES, AND ASSIGNS, RELEASE AND DISCHARGE DMN8 FROM CLAIMS, DEMANDS, DAMAGES, LIABILITIES, OR CAUSES OF ACTION FOR PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY LOSS OR DAMAGE ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE ACTIVITIES, INCLUDING CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF DMN8.

This release includes, without limitation and to the extent permitted by law, claims associated with use or misuse of equipment; slips, trips, or falls; actions of other participants; ordinary instructional or supervision errors; ordinary premises-related negligence; and exposure to communicable illness.

This Waiver does not release claims that cannot lawfully be waived, including liability for gross negligence, reckless or willful misconduct, or other liability that applicable law prohibits DMN8 from excluding.

4. Personal Responsibility & Fitness to Participate

I am responsible for determining whether I am physically and medically able to participate safely in an Activity. I will use reasonable judgment, stop participating if I experience pain, dizziness, faintness, unusual shortness of breath, or other concerning symptoms, and seek appropriate assistance when needed.

I understand that medical conditions, pregnancy, medications, recent illness or injury, dehydration, and other individual circumstances may increase the risks associated with exercise, sauna, cold-plunge, or other Activities. If I have questions or concerns about whether an Activity is appropriate for me, I am responsible for consulting a qualified healthcare provider before participating.

DMN8 staff and trainers are not providing medical diagnosis or medical advice unless an individual is separately acting within an applicable licensed healthcare scope.

5. Medical Treatment & Emergencies

If I become injured or ill, I authorize DMN8 to contact emergency services and to provide or arrange reasonable emergency assistance when DMN8 determines it is appropriate. I understand that DMN8 does not guarantee that staff will be present or able to provide medical care.

I am financially responsible for medical, ambulance, hospital, or other healthcare costs incurred on my behalf, except to the extent applicable law provides otherwise.



6. Facility & Equipment Safety

I agree to follow posted safety rules, equipment instructions, and reasonable safety directions from DMN8 staff. I will not knowingly use equipment or an amenity in a manner for which it is not intended, and I will request assistance before using equipment or recovery amenities if I do not know how to use them safely.

I understand that some areas or amenities may be unattended and that I remain responsible for exercising reasonable care while using them.

7. Sauna, Cold Plunge & Recovery Amenities

I understand that sauna, cold-plunge, and similar recovery amenities involve additional risks, including significant changes in body temperature or blood pressure; cardiovascular stress; dehydration; dizziness; fainting or loss of consciousness; slips and falls; burns; cold-related injury; aggravation of pre-existing conditions; and, for cold-plunge tubs, drowning.

I understand that certain medical conditions, medications, pregnancy, alcohol or drug use, dehydration, and other individual circumstances may make these amenities unsafe or increase their risks. I will not use these amenities while impaired by alcohol or drugs, and I will follow posted instructions and time limits.

I am responsible for selecting exposure durations appropriate for me, exiting immediately if I feel unwell, and consulting a qualified healthcare provider before use if I have questions or concerns about my individual risk.

8. Personal Property

I understand that I am responsible for securing my personal belongings. To the fullest extent permitted by law, DMN8 is not responsible for personal property that is lost, stolen, or damaged at a DMN8 facility, including in lockers, restrooms, showers, recovery areas, or parking areas.

9. Participant Responsibility & Third-Party Claims

To the extent permitted by law, I agree to be responsible for loss or damage I cause through my intentional, unlawful, or negligent conduct.

To the extent permitted by law, I agree to indemnify and hold harmless DMN8 from third-party claims, liabilities, damages, losses, and reasonable costs arising from my intentional, unlawful, or negligent conduct in connection with the Activities. This provision does not require me to indemnify DMN8 for claims to the extent caused by conduct for which DMN8 cannot lawfully disclaim responsibility.



10. Other DMN8 Agreements & Policies

This Waiver addresses risks associated with participation in DMN8 Activities. My use of DMN8's websites, accounts, facilities, memberships, packs, passes, reservations, and other services may also be governed by the DMN8 Terms of Use, Membership & Services Agreement, Privacy Policy, and applicable facility or safety rules.

This Waiver does not replace product-specific purchase terms. If another DMN8 agreement contains an applicable dispute-resolution provision, that provision governs disputes within its scope.

11. Governing Law & Severability

This Waiver is governed by the laws of the State of California, without regard to conflict-of-law principles, except where another jurisdiction's non-waivable law applies.

If any provision of this Waiver is found invalid or unenforceable, that provision will be enforced to the maximum extent permitted by law and the remaining provisions will remain in effect.

12. Acknowledgment & Voluntary Acceptance

I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND UNDERSTAND THAT I AM ASSUMING RISKS AND RELEASING CERTAIN CLAIMS, INCLUDING CERTAIN CLAIMS ARISING FROM DMN8'S ORDINARY NEGLIGENCE.

I AM AT LEAST 18 YEARS OLD, I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS BEFORE ACCEPTING THIS WAIVER, AND I ACCEPT IT KNOWINGLY AND VOLUNTARILY.

My electronic acceptance, checkbox acceptance, or electronic signature has the same effect as my handwritten signature to the extent permitted by applicable law.