



DMN8 WAIVER AND RELEASE OF LIABILITY

September 2025

This Waiver and Release of Liability ("Agreement") is entered into between the undersigned participant ("Participant") and DMN8, LLC and its owners, employees, contractors, volunteers, agents, and affiliates (collectively, "DMN8"), located at 25 Navy St, Ste 6, Venice CA 90291.

1. Assumption of Risk

I understand that participation in fitness activities at DMN8, including but not limited to open gym access, group classes, semi-private training, personal training, and recovery amenities (the "Activities"), involves inherent risks including physical and psychological injury, illness, disability, property loss, or even death. These risks may result from my own actions or inactions, the actions or inactions of others, or the condition of the facilities or equipment. I voluntarily assume all such risks.

2. Waiver and Release

I, on behalf of myself, my heirs, executors, and assigns, fully and forever release, discharge, and hold harmless DMN8 from any and all liability, claims, demands, damages, or causes of action of any kind related to or arising from my participation in the Activities, including but not limited to negligence, property loss, or bodily injury.

This release includes injuries or damages caused by:

- The use or misuse of equipment
- Slips, trips, or falls
- Exposure to infectious diseases including but not limited to COVID-19
- Other participants' actions
- Instructional errors or program design



3. Loss or Theft of Personal Property

I understand that DMN8 is not responsible for any lost, stolen, or damaged personal belongings brought into the facility or left in lockers, restrooms, recovery areas, or parking lots. I accept full responsibility for securing my personal items.

4. Medical Treatment

I agree that if medical care is required due to injury, illness, or other circumstances, I am financially responsible for any costs incurred. I certify that I have adequate health insurance or the financial means to cover such expenses.

5. Use of Facilities and Equipment

I agree to follow all posted rules and instructions provided by DMN8 staff. I will not use equipment or recovery amenities I am unfamiliar with without instruction or clearance. I accept responsibility for damage I may cause to facilities or equipment due to negligence or misuse.

6. Participant Conduct

DMN8 reserves the right to revoke facility access or terminate membership for any behavior deemed unsafe, inappropriate, or in violation of gym rules, including but not limited to harassment, substance use, aggressive behavior, or property damage.

7. Media Release

I grant DMN8 permission to use any photographs, video, or other media taken of me on the premises for promotional or educational purposes, without compensation. I may revoke this consent in writing at any time.

8. Age Requirement

Participants must be at least 18 years of age to access and use DMN8's facilities and participate in any fitness or recovery services, including open gym, group classes, semi-private and personal training, showers, saunas, and cold plunges. By signing this Agreement, I certify that I am at least 18 years old. DMN8 reserves the right to request a valid government-issued ID to verify age.

9. Indemnification

I agree to indemnify and hold harmless DMN8 from any and all claims, liabilities, damages, losses, or expenses (including attorney's fees) arising from my conduct or participation in the Activities.



10. Severability and Governing Law

If any portion of this Agreement is found unenforceable, the remaining sections remain in full force and effect. This Agreement shall be governed by and interpreted under the laws of the State of California. Any disputes will be resolved through binding arbitration in Los Angeles County.

11. Cold Plunge, Sauna, and Private Shower Use

I acknowledge that the use of saunas, cold plunges, and private showers carries inherent risks, including but not limited to:

- Elevated or lowered blood pressure
- Cardiovascular stress or aggravation of preexisting medical conditions
- Slips, falls, or burns
- Loss of consciousness
- Drowning (in cold plunge tubs)

I certify that I do not have any health conditions—including but not limited to cardiovascular, respiratory, or neurological conditions—or take medications that may make use of these amenities unsafe. I agree to consult with a physician before using these facilities if I have any concerns.

I agree to follow all posted instructions and time limits related to sauna and cold plunge use and to limit my exposure to durations appropriate for my individual health status. I understand these areas may be unattended and use them at my own risk.

I will not use these areas while under the influence of alcohol or drugs. I understand that DMN8 is not responsible for injury or health complications arising from misuse, pre-existing conditions, failure to follow instructions, or remaining in facilities beyond recommended durations.

I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE, HAVE READ AND UNDERSTAND THIS AGREEMENT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.