

Please review the following agreement, and sign at the bottom.

WAIVER AND RELEASE OF LIABILITY, ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, AND PARTICIPANT AGREEMENT

IN CONSIDERATION OF PARTICIPATION IN THE POLK FIT CHALLENGE, I AM AT LEAST 18 YEARS OF AGE, (AND/OR) THE LEGAL UNDERSIGNED ADULT OF THE REGISTRANT/ PARTICIPANT, AND AGREE AND UNDERSTAND THAT THE ACTIVITIES OF POLK FITNESS CHALLENGE MAY HAVE INHERENT RISKS, AND THAT PARTICIPATION IN THE ACTIVITIES MAY RESULT IN SERIOUS INJURY, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN THE ASSUMPTION AND ACKNOWLEDGMENT OF RISKS PARAGRAPH BELOW. I FURTHER UNDERSTAND THAT THE ACTIVITIES OF THE POLK FIT CHALLENGE WILL BE SHARED WITH OTHERS OVER WHOM POLK FIT, FRESH AND FRIENDLY HAS NO CONTROL. WITH THE FOREGOING UNDERSTANDING, I AGREE AS FOLLOWS:

ASSUMPTION AND ACKNOWLEDGMENT OF ALL RISKS. I, ON MY OWN BEHALF, AND ON THE BEHALF OF THE BELOW-LISTED MINORS, AS THEIR PARENT, LEGAL (COURT APPOINTED) GUARDIAN OR CUSTODIAN, KNOWINGLY, VOLUNTARILY, AND FREELY ACCEPT AND ASSUME ANY AND ALL RISKS, BOTH KNOWN AND UNKNOWN, OF INJURIES OR OTHER LOSS OR DAMAGE MAY SUFFERED WHILE PARTICIPATING IN THE POLK FIT CHALLENGE, HOWEVER CAUSED, **EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE** OF POLK FIT, FRESH AND FRIENDLY, THEIR PRINCIPALS, OFFICERS, EMPLOYEES, LANDLORD, EQUIPMENT MANUFACTURERS OR REPAIR PERSONS, SPONSORS, AGENTS (ALL COLLECTIVELY REFERRED TO BELOW AS "RELEASED PARTIES"). SUCH RISKS INCLUDE, BUT ARE NOT LIMITED TO CUTS AND BRUISES, FALLS, BROKEN BONES, INJURIES TO WRISTS, ARMS, LEGS, ANKLES, BACKS, HEADS AND NECKS.

WAIVER OF ALL CLAIMS. I, ON MY OWN BEHALF, AND ON BEHALF OF THE BELOW-LISTED MINORS, **EXPRESSLY WAIVE ANY AND ALL CLAIMS, SUITS OR DEMANDS FOR PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS** AGAINST THE "RELEASED PARTIES", AND EACH OF THEM, INCLUDING BUT NOT LIMITED TO **ANY AND ALL NEGLIGENCE, NEGLIGENT SUPERVISION, AND NEGLIGENT INSTRUCTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, THIS WAIVER IS INTENDED TO BE A COMPLETE RELEASE OF THE RELEASED PARTIES FOR ANY AND ALL RESPONSIBILITY FOR PERSONAL INJURIES, PROPERTY DAMAGE OR DEATH SUSTAINED BY ME OR ANY OF THE BELOW LISTED MINORS WHETHER ARISING OUT OF OR RESULTING FROM MY OR THEIR PARTICIPATION IN ACTIVITIES, OR USE OF EQUIPMENT, PARKING LOTS, PREMISES AND FACILITIES. THIS RELEASE APPLIES FOR ANY DATE IN THE FUTURE (INCLUDING TODAY'S DATE) THAT I, OR THE MINOR LISTED BELOW, MAY PARTICIPATE IN THE POLK FIT CHALLENGE OR ITS ACTIVITIES, AND IS FURTHER BINDING ON THE HEIRS, REPRESENTATIVES AND ESTATES OF THE UNDERSIGNED AND MINOR(S). I FURTHER AGREE TO WAIVE, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES, FROM AND AGAINST ALL CLAIMS, DAMAGES, INJURIES, EXPENSES, OR DEATH ARISING OUT OF OR RESULTING FROM ADMINISTERING OF OR FAILING TO ADMINISTER MEDICAL ASSISTANCE TO ME OR ANY OF THE BELOW-LISTED MINORS.

INDEMNITY: I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES, AND EACH OF THEM, INCLUDING ATTORNEYS FEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS OR DEMANDS RESULTING FROM ANY LOSS, INJURY, DAMAGE, OR DEATH, AS WELL AS PROPERTY DAMAGE, ARISING OUT OF, CONNECTED TO, OR RELATING IN ANY WAY TO THE PARTICIPATION IN THE ACTIVITIES DESCRIBED HEREIN, AND/OR THE PRESENCE ON THE PROPERTY OF ANY POLK FIT CHALLENGE ACTIVITY.

AUTHORIZATION TO USE IMAGE AND PERSONAL INFORMATION: RELEASORS ARE HEREBY GRANTED THE RIGHT TO USE ANY IMAGES AND PERSONAL INFORMATION OF THE UNDERSIGNED, IN ANY SOCIAL MEDIA, WEBSITES, OR OTHER MARKETING MATERIALS.

I, FOR MYSELF, AND AS PARENT, LEGAL (COURT-APPOINTED) GUARDIAN OR CUSTODIAN OF THE MINORS LISTED BELOW, WILLINGLY AGREE TO READ, OBEY, AND COMPLY WITH ALL POSTED, SPOKEN AND/OR SAFETY RULE SIGNS AND CONDITIONS FOR PARTICIPATION, PARTICIPATION IN ACTIVITIES, AND USE OF EQUIPMENT, AND UNDERSTAND THAT THE FAILURE TO DO SO MAY RESULT IN SERIOUS INJURY OR DEATH. I REPRESENT THAT I AND ALL MINORS LISTED BELOW ARE PHYSICALLY FIT, OTHERWISE HEALTHY AND ABLE TO SAFELY PARTICIPATE IN ALL ACTIVITIES AND USE ALL OF THE EQUIPMENT. I FURTHER ACKNOWLEDGE THAT RECREATIONAL SERVICES ARE BEING PROVIDED, AND NO SALE, LEASE OR BAILMENT OF EQUIPMENT IS ANY PART OF TRANSACTION HEREIN. I AGREE THAT IF ANY PART OF THIS AGREEMENT IS DETERMINED TO BE UNENFORCEABLE, ALL OTHER PARTS SHALL REMAIN FULLY EFFECTIVE.

I, FOR MYSELF, AND FOR THE BELOW-LISED MINORS, AS THEIR PARENT, LEGAL (COURT-APPOINTED) GUARDIAN OR AUTHORIZED CUSTODIAN, DO READ AND UNDERSTAND ENGLISH, AND HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, SIGN IT

FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS. BY CHECKING THE BOX YOU ARE AGREEING TO THE GROUP TERMS OF US, AND AGREE TO BE BOUND BY IT FOR MYSELF AND ANY MINORS THAT I MAY REGISTER FOR THE CHALLENGE.

NOTICE: BY CHECKING THE "AGREE TO GROUP TERMS", YOU ASSUME ALL RISK OF INJURY OR DAMAGE AND RELEASE THE RELEASED PARTIES FROM ALL LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW.