

Waterfall Racing Athlete Waiver and Release

- 1. Release of Liability** I acknowledge that training for and/or participating in fitness activities such as strength training, bicycling, running, swimming, triathlon are inherently risky such training or participation may possibly result in injury, illness, death, or damage to my own or others' property. I attest that I am in physical and mental condition to engage in any such activities and am willing to bear any and all responsibility that may arise from my participation. By signing this release below, I agree to assume any and all risks or liabilities that may arise from my engagement in any training or events, either explicitly connected to any participation with the Company or not, and agree to defend, indemnify and otherwise hold harmless the Company, its successors or assigns from and against any and all liabilities, claims, demands, expenses and costs (including, without limitation, reasonable outside attorneys' fees) arising out of such participation in the activities described herein.
- 2. Waiver of Claims.** I knowingly and voluntarily release and forever discharge the Company from any and all claims, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, past and present and future arising from my participation in any activities offered by the Company (and not arising from the Company's gross negligence) and whether known or unknown, suspected, or claimed against the Company which I, my spouse, or any of my heirs, executors, administrators or assigns, may have, which arise out of or are connected with my engagement with, or my participation with the Company.
- 3. Use of Likeness.** In consideration of my participation in activities offered by the Company, I expressly grant to the Company, its successors and assigns, a universal and perpetual free license to photograph me and reproduce my image, likeness and voice (whether on still camera or motion picture) in whatever capacity the Company deems fit in connection with its business, including,

but not limited to, marketing materials, advertisements, use on the Company website and any and all social media channels present and future.

4. **Miscellaneous.** This agreement sets forth my entire understanding regarding its subject matter and will not be amended unless notified by the Company and signed by both parties. The invalidity of any provision hereunder will not affect the validity of any other provision. This agreement shall be construed in accordance with, and shall in all respects be governed by the laws of the state of Florida, exclusive of conflict of laws principles.

I AFFIRM THAT I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY ACCEPTING THE TERMS OF THIS DOCUMENT I AM WAIVING SIGNIFICANT LEGAL RIGHTS AND AM INCURRING SIGNIFICANT LEGAL LIABILITIES. I HAVE BEEN SPECIFICALLY ADVISED TO CONSULT WITH AN ATTORNEY IF I DO NOT UNDERSTAND ANY PORTION OF THIS RELEASE AND AGREEMENT.

(Rest of the page left blank signature page follows)

ACCEPTED AND AGREED:

DATE

SIGNATURE

PRINT NAME