PARTICIPANT WAIVER, ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

Zucco Enterprises, Inc. d/b/a SuperFly Coaching

PLEASE READ CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT THAT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. By signing below, I acknowledge that I have read, understood, and voluntarily agree to the following terms:

1. Released Parties

"Released Parties" means Zucco Enterprises, Inc. d/b/a SuperFly Coaching, and its owners, officers, directors, coaches, employees, independent contractors, volunteers, agents, sponsors, affiliates, and event partners, together with the owners, operators, and staff of any facility or venue at which the Activities take place, including but not limited to Athlete Pros, KOR, and any track or athletic facility used for training sessions.

2. Activities Covered

This Agreement applies to all activities offered, organized, supervised, or recommended by SuperFly Coaching, including but not limited to running, track workouts, cycling, swimming, triathlon training, HYROX training, strength and conditioning, mobility sessions, races, clinics, camps, testing, travel to and from workouts, and virtual or remote coaching (collectively, the "Activities").

3. Term

This Agreement takes effect on the date signed and remains in effect for all Activities in which I participate for a period of one (1) year from the date of signature, or until revoked by me in writing, whichever occurs first. I understand one signature covers multiple sessions during the term.

4. Assumption of Risk

Participation in the Activities involves inherent risks that cannot be eliminated regardless of the care taken to avoid injury. These risks include, but are not limited to: falls; collisions with people, vehicles, equipment, or objects; equipment failure; track and road surface hazards; overexertion; dehydration; heat illness; cardiac events; animal encounters; changing weather conditions including lightning; drowning; musculoskeletal injury; permanent disability; paralysis; and death. I understand these risks, and I knowingly and voluntarily assume all risks of participation, whether known or unknown, including risks arising from the ordinary negligence of the Released Parties.

5. Medical Responsibility

I certify that I am physically capable of participating in the Activities and have consulted a physician where appropriate. I agree that it is my responsibility to monitor my own condition, exercise within my abilities, remain properly hydrated and fueled, wear appropriate safety equipment, obey traffic laws, and immediately discontinue participation if I experience pain, dizziness, chest discomfort, shortness of breath, or any other concerning symptom. I acknowledge that coaching is not medical advice, diagnosis, or treatment.

6. Release of Liability and Waiver of Claims

TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW, I HEREBY WAIVE, DISCHARGE, COVENANT NOT TO SUE AND RELEASE THE RELEASED PARTIES FROM AND FOR ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, ACTIONS, DAMAGES, COSTS, ATTORNEY'S FEES, OR EXPENSES ARISING FROM OR RELATED TO MY PARTICIPATION IN THE ACTIVITIES, INCLUDING CLAIMS, DAMAGES, LOSSES OR INJURIES ENCOUNTERED IN CONNECTION WITH ANY OF THE ACTIVITES SET FORTH ABOVE IN PARAGRAPH 2, EVEN WHERE THOSE DAMAGES, LOSSES OR INJURIES ARE CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES. This release applies to claims for bodily injury, illness, disease, property damage, economic loss, wrongful death, and any other damages.

This release does not apply to claims arising from gross negligence or intentional misconduct of the Released Parties.

7. Indemnification

I further agree to indemnify and hold harmless the Released Parties from any claims, damages, or expenses (including reasonable attorney's fees) brought by me, my family, estate, heirs, or assigns, or by any third party, that may be brought against the Released Parties as a result of my participation in any activities set forth in paragraph 2 above, or otherwise arising out of my participation in the Activities or my breach of this Agreement. I understand that this indemnification provision applies to claims by any third parties or persons against Released Parties, even in the instance that the claims arise partly or wholly from the negligence or alleged negligence of the Released Parties. I understand that this indemnification provision will not apply to the extent the third party claims arise due to the gross negligence or intentional misconduct, tort or act by Released Parties.

8. Emergency Care

I authorize SuperFly Coaching personnel to secure emergency medical treatment on my behalf if I am unable to do so myself. I understand and agree that I am solely responsible for all medical costs, ambulance fees, hospital expenses, and related charges.

9. Equipment and Personal Property

I am responsible for ensuring that my equipment is in safe working condition, and I accept full responsibility for any loss, theft, or damage to my personal property.

10. Media Release (Optional - Initial One)

I grant SuperFly Coaching permission to photograph and record my image, likeness, voice, and performance during the Activities and to use such media for educational, promotional, advertising, website, and social media purposes without compensation or prior approval.

_____ I CONSENT to the media release above. _____ I DO NOT consent to the media release.

My decision on the media release does not affect my ability to participate in the Activities.

11. Severability

If any provision of this Agreement is held invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, or severed if it cannot be modified, and the remaining provisions shall continue in full force and effect.

12. Governing Law and Venue

This Agreement is governed by the laws of the State of Florida. Any dispute arising out of or relating to this Agreement or the Activities shall be brought exclusively in the state or federal courts located in Sarasota County, Florida.

13. Acknowledgment

I have carefully read this Agreement, I understand that I am giving up substantial legal rights, including the right to sue the Released Parties, and I sign it freely and voluntarily without inducement. This Agreement contains the entire agreement between the parties regarding its subject matter.

14. Participants Under 18 Years of Age

If the participant is under 18 years of age, this section applies and must be signed by the minor participant’s parent or natural guardian. The following notice is provided as required by Section 744.301(3), Florida Statutes:

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF ZUCCO ENTERPRISES, INC. D/B/A SUPERFLY COACHING USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM ZUCCO ENTERPRISES, INC. D/B/A SUPERFLY COACHING IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND ZUCCO ENTERPRISES, INC. D/B/A SUPERFLY COACHING HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

By signing below as parent or natural guardian, I represent that I have legal authority to sign on the minor's behalf, and I waive and release, in advance, any claim or cause of action against the Released Parties that would accrue to my minor child for personal injury, including death, and property damage resulting from an inherent risk in the Activities, to the fullest extent permitted by Section 744.301, Florida Statutes.

PARTICIPANT INFORMATION AND SIGNATURES

Participant Name (Print)	Date of Birth
Participant Signature	Date
Emergency Contact Name	Emergency Contact Phone
Parent/Guardian Name (Print, if participant is under 18)	Relationship to Minor
Parent/Guardian Signature (if participant is under 18)	Date