

WAIVER AND RELEASE BY OR ON BEHALF OF ATHLETE

By signing below, I agree to all of the following terms and conditions to and for the benefit of the Releasees (as defined below) and understand that the delivery of this Waiver and Release By or on Behalf of Athlete (this “Release”) is a condition to receiving any Training (as defined below) scheduled through www.pro4mer.com (“Pro4mer”) and that this Release applies to all Training that I ever schedule through Pro4mer and with any Instructor (as defined below) I contact, or have been contacted by, through Pro4mer:

1. I am at least 18 years old and the person receiving the Training, or I am the parent or legal guardian of the child receiving the Training (the person receiving the Training is hereby referred to as the “Athlete”).
2. I understand the risks of injury to the Athlete from the activities involved in the Training are significant, and include the potential for permanent disability and death. The term “Training” means all lessons, clinics, camps, training programs, and other forms of instruction with an instructor (each, an “Instructor”), and includes, without limitation, travel to and from those events, all activities during those events, and all activities occurring before and after those events at the facility where those events are held. While the Instructor's rules, equipment, and personal discipline may reduce this risk, the risk of serious injury or death always exists. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Instructor, and I assume full responsibility for participation in the Training by the Athlete.
3. I understand the nature of the Training and that the Athlete is qualified, in good health, and in proper physical condition to participate in the Training. The Athlete is physically able to participate in the Training and there are no restrictions, physical impairments, or any other facts which in any manner limit the Athlete's participation in the Training. I understand that no Instructor will administer any physical examinations of the Athlete and will rely solely upon the information in this Agreement. I give permission for the Athlete to receive any emergency medical or surgical treatment and hospitalization as necessary, and I hereby authorize each Instructor to act on my behalf according to their best judgment in any emergency requiring medical or surgical treatment and hospitalization. I agree that I have provided in writing, and have not withheld, any medication needs, necessary treatment, and all other medical care needs of the Athlete to the Instructor prior to the Training.
4. I will be financially responsible for all medical attention needed for the Athlete during or as a result of the Training. I represent that I have provided proof of, and maintain, adequate medical insurance coverage for the Athlete covering all activities related to the Training. My medical insurance shall be the primary and sole insurance coverage for any medical treatment. I understand and agree that neither the Instructor nor the owner of Pro4mer – Pro4mer, LLC, a Florida limited liability company (“Pro4mer”

Owner") shall assume or be responsible or liable for any medical treatment, compensation, or any other Losses (as defined below) caused by the Training or any related activities.

5. Athlete shall comply with all of the Instructor's rules, policies, and requirements for participation in the Training, including any rules, policies, and requirements concerning equipment and safety. If the Instructor observes any unusual or significant concern in the Athlete's readiness for participation in the Training or the Athlete's failure or unwillingness to comply with Training rules, the Instructor may, in his or her sole discretion, remove the Athlete from participation in the Training. If I observe any such unusual or significant concern, I will immediately notify the Instructor.

6. I, on my own behalf and on behalf of the Athlete and all of our respective beneficiaries, successors, and assigns (collectively, the "Releasing Parties"), hereby fully release, remise, acquit, and discharge forever, irrevocably and unconditionally, each of the Instructors, Owner, and their respective parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and their present and former members, managers, officers, employees, agents, attorneys, representatives, successors, beneficiaries, heirs, and assigns (collectively, the "Releasees") from, against, and with respect to any and all actions, accounts, agreements, causes of action, complaints, charges, claims, covenants, contracts, costs, damages, demands, debts, defenses, duties, expenses, executions, fees, injuries, interest, judgments, liabilities, losses, obligations, penalties, promises, reimbursements, remedies, suits, sums of money, and torts of any kind and nature whatsoever, whether in law, equity, or otherwise, direct or indirect, fixed, or contingent, foreseeable or unforeseeable, liquidated or unliquidated, known or unknown, matured or unmatured, absolute or contingent, determined or determinable (collectively, "Losses"), which any of the Releasing Parties or anyone claiming through or under the Releasing Parties ever had or now has, or may hereafter have or acquire, against the Releasees for or by reason of any matter, cause or thing whatsoever arising out of, or relating to, the Training. I, on behalf of myself and the Seller Releasing Parties, hereby irrevocably covenant to refrain from, directly or indirectly, asserting any claim, or commencing, instituting or causing to be commenced, any proceeding of any kind against any Releasee based upon any matter purported to be released by this Release and hereby indemnify, save, pay, insure, defend, protect, and hold harmless all Releasees from and against all Losses to the fullest extent permitted by applicable laws. I agree that the total liability of Releasees with respect to Training shall not exceed one hundred percent (100%) of the compensation received by them with respect to the Athlete.

7. I agree that this Release will not be deemed or construed at any time to be an admission by any of the Releasees of any improper or unlawful conduct.

8. I acknowledge that I may discover facts different from or in addition to those now known, or believed to be true, regarding the subject matter of this Release and further

acknowledge that this Release will remain in full force and effect notwithstanding the existence of any different or additional facts.

9. This Release is governed by, and will be construed in accordance with, the laws of the State of Florida. Whenever possible, each provision of this Release will be interpreted in such manner as to be effective and valid under applicable laws, but if any provision of this Release is held to be invalid, illegal or unenforceable in any respect under any applicable laws or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained in this Release. Each of the provisions of this Release will be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal and personal representatives, successors, and assigns. The Terms and Conditions of Use posted on Pro4mer at the time I sign this Release are hereby incorporated into this Release by this reference.

I HAVE READ THIS WAIVER & RELEASE AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I UNDERSTAND THE SERIOUSNESS OF, AND ACCEPT, THE RISKS INVOLVED IN PARTICIPATING IN THE TRAINING AND THE ATHLETE'S PERSONAL RESPONSIBILITIES FOR FOLLOWING ALL OF THE RULES OF THE TRAINING.