



ASSUMPTION OF RISK, WAIVER AND RELEASE OF LEGAL CLAIMS, COVENANT NOT TO SUE, AND INDEMNIFICATION AGREEMENT

By signing below, you (and your parent/guardian if you are under 18) agree to the following terms and conditions contained in this Assumption of Risk, Waiver and Release of Legal Claims, Covenant Not to Sue, and Indemnification Agreement (the "Agreement").

Assumption of Risk

You know and understand the scope, nature, and extent of the risks involved in participating in physical training and activities including, but not limited to, strength and conditioning training, speed and quickness training, plyometric training, recovery and regeneration training and performance training, swimming, team activities, rehabilitation, reconditioning, sports nutrition, lifetime sports, team sports, including supplement and nutrition provision, and all activities similar to or incidental thereto (collectively, the "Company Activities"), and that these risks include, but are not limited to, the following: damage to property, bodily harm or injury, including but not limited to permanent paralysis, and/or death.

You further acknowledge and understand that there is a risk that by engaging in Company Activities you (or your child) can contract COVID-19 while at the facilities of Phenom Enterprises, LLC and its subsidiaries (the "Company"). You also acknowledge that due to their physical nature, the Company Activities carry a greater risk than other activities of exposure to COVID-19. Even when all reasonable precautions are taken, there is an unavoidable risk of exposure to COVID-19.

You agree that the Company and the Released Parties (defined below) are not responsible for these and other unexpected occurrences and that you will participate in the activities under this Agreement at your own risk. You voluntarily, freely and expressly choose to incur all risks associated with the Company Activities, including contraction of COVID-19, understanding that those risks may include personal harm or injury, illness, damage to property, and/or death.

Waiver and Release of Legal Claims

In consideration of being allowed to participate in the Company Activities, for yourself, parents, legal guardians, heirs, executors, and your administrators, you do hereby forever waive, release, and fully discharge the Released Parties (as defined below), and each of them, from any and all claims, liabilities, actions or causes of action of any kind or character whatsoever arising from or as a result of personal injury, death, and/or property damage, which you may have, or which hereafter may accrue to you, as a result of your service and duties as an independent contractor under this Agreement.

The "Released Parties" shall mean the Company, including its, directors, members, managers, board members, officers, officials, employees, representatives, and agents, and any of the Company's parent companies, affiliated companies, subsidiaries, predecessors, successors, or assigns.

You understand and agree that your waiver and release fully discharges in all ways and for all time the Released Parties from and against any and all liabilities of any kind whatsoever arising in, from, during, or as a result of you participating in the Company Activities, whether at law or in equity, whether known or unknown, whether contingent or absolute.

You understand that this waiver and release covers liabilities, claims and actions caused entirely or in part by any acts or failures of the Company (or its directors, members, managers, board members, officers, officials, employees, representatives, and agents) including, but not limited to, negligence, mistake, or non-supervision.

Covenant Not To Sue

You agree not to sue the Released Parties or to join in any lawsuit or legal proceeding, including a collective or class action, or take any other action which seeks to pursue or enforce any claim, demand, cause of action, suit, or liability which has been released herein.

You further agree that your parents, legal guardians, heirs, executors, administrators, personal representatives, and/or anyone else claiming on your behalf by reason of injury to your person or property, or your death, shall not institute any lawsuit or legal proceeding, or take any other action which seeks to pursue or enforce any claim, demand, cause of action, suit, or liability which has been released herein. Should any such suit or action at law or otherwise be instituted against any of the Released Parties, you agree that such Released Parties shall be entitled to recover attorneys' fees and expenses incurred in defense of such suit or action, including any appeals therefrom.

Indemnity Against Third Party Claims

You agree to indemnify, save and hold harmless the Released Parties from any and all losses, claims, liabilities, actions, or proceedings of every kind and character, including attorneys' fees and expenses, which may be instituted or claimed by any other persons or organizations and which arise directly or indirectly from your participation in the Company Activities, whether resulting from the negligence and/or other fault, either active or passive, of any of the Released Parties or from any other cause.

Representations and Acknowledgement

By signing below, you acknowledge and agree that you (and your parent/guardian if you are under the age of 18) have carefully read this Agreement, and fully understand its contents. You are aware that this Agreement contains a release and waiver of liability and a waiver of all your rights and claims for damages that you (and others claiming through you) may have that exist now or may arise in the future as a result of injury to your person or property, or your death, that you may sustain by engaging in the activities under this Agreement.

You further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made. The laws of the State of North Carolina shall govern the interpretation and construction of this Agreement.

[signature page follows]

By signing below, you (and your parent/guardian if you are under the age of 18) acknowledge and agree that you have signed this Agreement on your own free will.

Print Name: _____ Signature: _____ Date: _____

If under the age of 18:

Parent or Guardian Print Name: _____ Signature: _____ Date: _____