

The StrongPeople™ Living Well Program

The StrongWomen™ Program (also known as the StrongPeople™ Program)

Participant Waiver and Release of Liability (this “Release”)

I, the undersigned, for myself individually, for my legal representatives, heirs, executors, successors, and assigns, and for any minor under my supervision or control, in consideration of (a) being permitted to participate in any way in any activity, event, or program offered, conducted, hosted, or sponsored by the StrongWomen™ Program, also known as the StrongPeople™ Program (“StrongWomen™/StrongPeople™”), (b) being permitted to enter upon any real property owned, leased, or licensed by StrongWomen™/StrongPeople™ (the “Premises”) for any reason whatsoever, and/or (c) being permitted to use or take advantage of any service, amenity, facility, or equipment provided by StrongWomen™/StrongPeople™ or located on or about the Premises at any time on, before, or after the date of this Release (collectively, the “Activities”), hereby represent, warrant, and agree as follows:

1. Nature of Activities. I fully understand the nature of the Activities and that this program is only for adults. I possess the degree of skill, knowledge, and physical conditioning necessary to participate in the Activities safely. My participation in the Activities is purely voluntary. I will participate in the Activities in a safe manner and exercise due care while participating so as to neither endanger myself nor others. If, at any time, I believe that I am no longer fit to participate in the Activities safely or that the conditions related to the Activities are unsafe, I will immediately discontinue further participation in the Activities and bring any such unsafe conditions to the Program Leader’s attention.

2. Risks, Hazards, and Dangers. I fully understand that participating in the Activities involves inherent and incidental risks, hazards, and dangers, including, without limitation: (a) serious bodily injury to people (including, without limitation, permanent disability, illness, paralysis, and death), (b) damage to or loss of personal property (including, without limitation, loss of use or theft thereof), (c) those resulting from, arising out of, or related to rugged terrain, open or ice covered water of any size or depth, dangerous or defective equipment and facilities, people handling and discharging firearms and ammunition, vehicular traffic, all-terrain vehicles (e.g. ATVs and QUADs), dogs, natural wildlife, insects, weather conditions and temperature, lack of hydration, physical condition of people, and actions of people, and (d) other risks, hazards, and dangers and social and economic losses that could result or arise from participating in the Activities, whether known or unknown or not readily foreseeable at this time) (collectively, the “Risks, Hazards, and Dangers”). The Risks, Hazards, and Dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the conditions in which the Activities take place, the negligence of the Released Parties (as defined below), or otherwise. No amount of supervision or care can eliminate the possible Risks, Hazards, and Dangers involved. StrongWomen™/StrongPeople™ assumes no responsibility for any personal property that I bring or leave behind on or about the Premises.

3. Assumption of Risk. I hereby irrevocably, unconditionally, and voluntarily acknowledge, accept, and assume (a) all of the Risks, Hazards, and Dangers and (b) all of the responsibility for any and all Losses (as defined below) that I incur or any minor under my supervision or control incurs resulting from, arising out of, or related to the Activities (including, without limitation, my traveling to and from the Activities), whether such Losses were caused in whole or in part by the negligence of the Released Parties (as defined below) or otherwise, excepting any Losses solely caused by the willful misconduct of the Released Parties.

3.1 For purposes of this Release, “Losses” means, individually and collectively, any and all losses, damages, injuries, penalties, expenses, costs, court costs, professional fees (including, without limitation, attorneys’ fees and disbursements), interest, disbursements, judgments, liens, and liabilities of any kind or nature whatsoever (including, without limitation, claims for the injury to or the death of any person or the damage to any property (including, without limitation, loss of use or theft thereof)).

4. Waiver and Release. I hereby irrevocably, unconditionally, and voluntarily release, discharge, and covenant not to sue the Released Parties from or with respect to any and all Claims that I, my legal representatives, heirs, executors, successors, and assigns, and/or any minor under my supervision or control ever had, now have, or may hereafter have against the Released Parties resulting from, arising out of, or related to the Activities (including, without limitation, my traveling to and from the Activities), whether such Claims were caused in whole or in part by the negligence of the Released

Parties (as defined below) or otherwise, excepting any Claims solely caused by the willful misconduct of the Released Parties.

4.1 For purposes of this Release, “Claims” means, individually and collectively, any and all claims, actions, causes of action, suits, complaints, grievances, controversies, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, trespasses, judgments, liens, extents, executions, decrees, claims (including, without limitation, claims for medical expenses), rights, demands, losses, damages, injuries, professional fees (including, without limitation, attorneys’ fees and disbursements), costs, court costs, expenses, disbursements, obligations, and liabilities of any kind or nature whatsoever (including, without limitation, claims for the injury to or the death of any person or the damage to any property (including, without limitation, loss of use or theft thereof), whether at law, admiralty, or in equity, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, hidden or concealed, or due or to become due, whether arising under contract, breach of warranty, tort, negligence, strict liability, enterprise liability, product liability, any other theory of liability, or otherwise, and whether or not the party has been advised of the possibility of such damages or such damages are otherwise foreseeable.

4.2 For purposes of this Release, “Released Parties” means, individually and collectively, (a) StrongWomen™/StrongPeople™, (b) StrongWomen™/StrongPeople™’s Program Leaders, officers, directors, managers, members, shareholders, employees, independent contractors, volunteers, agents, insurance providers, representatives, successors, and assigns, and (c) the owners and lessees of the Premises.

5. **Indemnification.** To the fullest extent permitted by law, except to the extent attributable to the willful misconduct of the Released Parties, I will, at my sole expense, indemnify, defend, and hold harmless the Released Parties from and against any and all Losses resulting from, arising out of, or related to: (a) any breach of or any inaccurate, false, or fraudulent representation or warranty made by me in this Release; (b) any breach or default in the performance of any covenant or agreement made by me in this Release; (c) my participation or the participation of any minor under my supervision or control in the Activities; or (d) any willful misconduct, negligence, or fraudulent or unlawful acts or omissions of me or any minor under my supervision or control.

6. **Photo, Video, and Audio Authorization.** I understand while participating in any Activities, I may be photographed, filmed, or recorded. I hereby grant to StrongWomen™/StrongPeople™ and its designees the irrevocable and unrestricted right to use and publish in any manner or medium my name, my likeness, photographs and video of me (or in which I may be included), and sound recordings of my voice, in whole or in part, solely for marketing, advertising, and promotional purposes and to alter the same without restriction.

7. **Miscellaneous.** This Release will be governed by, and interpreted and construed in accordance with, the laws of the State of Texas, without regard to the principles of conflict of laws, and will be binding on the parties to this Release in the United States and worldwide. Any suit or proceeding related to this Release will be commenced exclusively in the state or federal courts located in Austin, Texas, and each party to this Release irrevocably consents to the exclusive jurisdiction and venue of such courts. This Release cannot be amended, terminated, or discharged orally, but only by a written instrument signed by the party against whom enforcement of such amendment, termination, or discharge is sought. If any provision of this Release is finally determined to be unenforceable, invalid, or ineffective in any action, suit, or proceeding, such provision will be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The determination that any provision of this Release is unenforceable, invalid, or ineffective in any action, suit, or proceeding will not affect the enforceability of the remainder of this Release. Failure on the part of any party to this Release to insist upon strict compliance with any of the terms, covenants, or conditions of this Release will not be deemed a waiver of such term, covenant, or condition, nor will any waiver or relinquishment of any right or power under this Release at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. This Release may be executed by facsimile or PDF signatures and may be executed in one or more counterparts, all of which taken together will constitute one and the same agreement.

The StrongPeople™ Living Well Program

An Aerobic Exercise & Healthy Eating Program

IN WITNESS WHEREOF, I hereby certify that I have read and fully understand this Release, that I understand that this Release is a binding contract and that by entering into, it I surrender valuable rights, and that I sign this Release of my own free will.

Participant Signature

Date

Participant Name (Please print legibly)