

Waiver AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement (the "Release") is made on this _____ day of _____, 2021 by and between Big Man Performance LLC ("BMP" or the "Company") and _____ ("Participant") (each a "Party" and collectively the "Parties").

Recitals

WHEREAS, BMP desires to offer advanced exercises and training, both physical and academic, to Participant related to the sport of football (the "Training") upon BMP's designated premises and potentially other locations; and

WHEREAS, Participant wishes to voluntarily and actively participate in the Training; and

WHEREAS, Participant understands that participation in any athletic activity is dangerous, especially activities related to the sport of football, and can expose Participant to a substantial risk of serious bodily injury, including but not limited to the possibility of permanent paralysis and possibly death; that the risks also include possible overexertion; heat exhaustion; bodily collision with other participants, spectators, and trainers; serious and possibly permanent injury to muscles, ligaments, tendons, joints, bones, and other parts, elements, capacities, and/or functions of Participant's body; and infection and the contraction of infectious illnesses and diseases. Participant is fully aware that he/she may be exposed to additional substantial risks and hazards unknown to or unexpected by BMP and/or Participant, which may lead to any degree of injury, including but not limited to those delineated above; that equipment failure could also lead to any degree of injury, including but limited to those delineated above; and Participant understands that no degree of care or caution can completely eliminate such risks involved in the Training; and

WHEREAS, BMP strongly recommends that Participant receive an examination by a physician for the purpose of helping ensure that Participant is in sufficient physical condition to participate in the Training. Participant understands that BMP may or may not employ or have health professionals present during Training; regardless, Participant understands and agrees that it is Participant's responsibility and not the responsibility of BMP and any such health professional to render an opinion regarding Participant's physical condition and ability to safely participate in the Training offered by BMP. Participant expressly affirms that Participant is sufficiently healthy, fit, and physically able participate in the Training. Regardless, Participant is aware of the possibility of injury, paralysis, or death, as described in the foregoing Recital, regardless of Participant's level of fitness.

NOW, THEREFORE, in exchange for BMP allowing Participant to participate in the Training and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Participant covenants and agrees as follows:

1. The foregoing Recitals are accurate, true, and are incorporated herein by reference.
2. Participant voluntarily accepts full responsibility for his/her own safety and welfare while participating in the Training, with full knowledge, understanding, and awareness of the risks of serious injury and possible death, as described in the Recitals, above.
3. Participant understands that other participants may cause injury/ies to Participant of the type described in the Recitals, above, and Participant voluntarily accepts the risk of such injury/ies while participating in the Training.
4. PARTICIPANT AGREES TO ASSUME ALL RESPONSIBILITY, RISKS, LIABILITIES, HAZARDS, AND INJURIES RELATED TO THE TRAINING IN ANY WAY, AND PARTICIPANT HEREBY IRREVOCABLY, UNCONDITIONALLY, AND FOREVER RELEASES, WAIVES, HOLDS HARMLESS, AND FOREVER DISCHARGES BMP AND ITS OWNERS, MANAGERS, MEMBERS, EMPLOYEES,

TRAINERS, INSTRUCTORS, TEACHERS, AGENTS, AND REPRESENTATIVES (COLLECTIVELY THE "RELEASED PARTIES") FROM ANY AND ALL ACTIONS, CLAIMS, COSTS, DEMANDS, CAUSES OF ACTION, LOSSES, INJURIES, AND/OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES AND COURT COSTS, THAT MAY ARISE OUT OF, RESULT FROM, OCCUR DURING, OR ARE CONNECTED IN ANY WAY TO PARTICIPANT'S PARTICIPATION WITH OR IN THE TRAINING, INCLUDING WITHOUT LIMITATION, ANY AND ALL NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) BY THE RELEASED PARTIES THEMSELVES (OR ANY OF THEM), AND PARTICIPANT COVENANTS NOT TO MAKE A CLAIM OR DEMAND AGAINST AND/OR SUE ANY RELEASED PARTY AT ANY TIME FOR ANY SUCH ACTION, CLAIM, DEMAND, CAUSE OF ACTION, LOSS, INJURY, DAMAGE, ATTORNEY'S FEE, COURT COST, AND/OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OF THE RELEASED PARTIES THEMSELVES (OR ANY OF THEM).

5. Participant consents and agrees that this Release shall be fully and forever binding upon Participant and Participant's family, successors, heirs, beneficiaries, personal representatives, and estate.

6. Participant understands and agrees that BMP may exclude Participant from participation (or further participation) in the Training for any reason and at the sole discretion of BMP personnel.

7. In executing this Release, Participant acknowledges and represents that:

a) Participant has read this Release, understands it, and signs it voluntarily as Participant's own free act and deed;

b) No oral representations, statements, or inducements, apart from the foregoing written statements, have been made to Participant by BMP personnel;

c) Participant is at least eighteen (18) years of age or has received express, written permission from a parent or guardian authorizing Participant to participate in the Training;

d) Participant has never been adjudicated incompetent to any degree;

e) Participant executes this Release for full, adequate, and complete consideration and intends to be fully and legally bound hereby;

f) Participant agrees that this Release is to be construed under the laws of the State of Florida, that venue for any legal action arising hereunder shall be in Hillsborough County, Florida, and that in any such legal action arising from or in any way connected to this Release, the prevailing Party in such legal action shall be entitled to reimbursement for the expenditure of reasonable attorney's fees and court costs from the non-prevailing Party;

g) If any portion of this Release is held invalid, the balance hereof shall continue in full force and effect; and

h) Participant agrees to abide by all rules, regulations, guidelines, and instructions of the BMP that may be instituted (or changed) at any time.

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- If participant is over the age of eighteen-(18), the participant must execute below:

THE UNDERSIGNED HAS READ AND UNDERSTAND THE CONTENTS OF THIS RELEASE AND, BY HIS/HER SIGNATURE BELOW, ACKNOWLEDGES AND AGREES TO ABIDE BY, AND BE BOUND BY, ITS TERMS AND CONDITIONS.

Participant's signature _____ Date _____

Print name _____ DOB _____

Participant's Address: _____

Phone: _____ (day) _____ (evening)

Emergency Contact: _____

Phone: _____ (day) _____ (evening)

- If participant is under the age of eighteen-(18), the legal parent and guardian must execute on behalf of the participant below:

THE UNDERSIGNED HAS READ AND UNDERSTAND THE CONTENTS OF THIS RELEASE AND, BY HIS/HER SIGNATURE BELOW, ACKNOWLEDGES AND AGREES TO ABIDE BY, AND BE BOUND BY, ITS TERMS AND CONDITIONS.

Participant's signature _____ Date _____

Print name _____ DOB _____

Parent of the Participant's signature _____ Date _____

Print name of the Participant's Parent _____

Participant's Address: _____

Phone: _____ (day) _____ (evening)

Emergency Contact: _____

Phone: _____ (day) _____ (evening)