

FEDBOOST, LLC

**ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND
INDEMNITY AGREEMENT**

Participant's name (please print): _____

Participant's age: _____

Event: Physical Fitness Assessment (maximum sit-ups in one-minute, 300-meter sprint, maximum push-ups, one-and-a-half mile run)

Facility: _____

In consideration for permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns, as follows:

Assumption of Risk: I hereby acknowledge and agree I understand the nature of this event; I am qualified, in good health, and in proper physical condition to participate therein, and have not been advised by a qualified medical professional not to participate in this event; that there are certain inherent risks and dangers associated with this event; and, except as expressly set forth herein, I, knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, and all other risks and dangers which could arise out of, or occur during, my participation in this event, including my traveling to and from this event.

Release and Waiver: I RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE FedBoost, LLC, or any subdivision thereof, their officers, employees, volunteers, representatives, and agents, and the owners, employees, and volunteers of the facility within which this event is being held (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, my participation in this event, except for those caused by the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

Indemnification and Hold Harmless: I also agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, my participation in this event, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

Permission to Use Likeness: I understand while participating in this event, I may be photographed. I agree to allow my photo, video, or film likeness to be used, without compensation, for any legitimate purpose by FedBoost®, its representatives, and/or assigns.

Acknowledgment of Understanding: I have read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. I fully understand this assumption of risk, release and waiver of liability and indemnity agreement, that I am giving up substantial rights in connection therewith, and its terms are contractual, and not a mere recital. I acknowledge I am signing this agreement freely and voluntarily.

Signature of Participant

Date