

## RELEASE AND WAIVER OF LIABILITY

I understand that this Release and Waiver of Liability ("Release") governs all rights and liabilities directly or indirectly arising out of or related to any "Services," as that term is defined below. I have read, understand, and agree to be bound by the Terms and Provisions below.

### Definitions

"Services" shall mean any and all manner of goods and services offered by BOOST Physical Therapy Management Services, LLC ("BOOST") or any other Released Party to you. These services, which may take the form of training, treatment, consulting, and other services, expressly including but not limited to: evaluations; rehabilitation; reconditioning; performance planning; performance training (e.g., strength and conditioning training, speed and quickness training, and plyometric training); recovery and regeneration training; sports nutrition consultation; supplement and nutrition provision; injury reduction and treatment; technical and tactical instruction; performance enhancement; use of BOOST products and any consultation related to any item included in this list.

"Training" shall mean any act, omission, or other activity required of you or carried out by you in relation to the Services. This term shall not be limited, in any way, with respect to any location, site or facility at which any activities related to the Services takes place.

"Released Parties" shall mean Boost Sports Performance, LLC and BSP Kansas, LLC, and each of their affiliates, subsidiaries, and each of their respective partners, members, managers, shareholders, officers, directors, agents, employees, insurers, heirs, agents, successors, and assigns.

### Terms and Provisions

The risk of injury from participation in sporting events and other strenuous physical activity, including Training or Services, is significant, including the potential for permanent paralysis, other serious injury, and/or death. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS of participation in Training or Services, including, without limitation, risk arising from or relating in any way to the condition of the facilities, equipment, fields, and surrounding premises, the actions of persons other than myself, my own actions, and travel to and from the Training or Services (including, but not limited to, travel services provided by any Released Parties or in any vehicle owned, operated, or associated with any Released Parties). I UNDERSTAND THAT THE RELEASED PARTIES MAKE NO WARRANTIES (WHETHER EXPRESS OR IMPLIED) and shall in no event be responsible or liable for the defective or dangerous condition of the facilities, equipment, fields, and surrounding premises, except to the extent such condition(s) results solely from the gross negligence or intentional acts of any Released Parties.

I AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE for any losses, claims, demands, injuries, damages, actions, lawsuits, judgments, fines, penalties, liabilities, costs, expenses (including, without limitation attorneys' and accountants' fees and costs and court costs, whether or not in connection with litigation), or causes of action (collectively, "Damages") that arise in whole or in part due to the simple negligence of any of the Released Parties. FURTHERMORE, I FOREVER RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, the Released Parties from and in relation to all Damages that arise from or relate in any way to my participation in the Training or Services, other than Damages that arise solely from the gross negligence or intentional acts of any Released Parties. I FURTHER WARRANT AND CERTIFY that I have no health conditions or defects that would prevent me from participating safely in the Training or Services, that I have taken every reasonable act necessary to make this warranty and certification in relation to such participation, and that am otherwise sufficiently fit and healthy to so participate.

I WARRANT AND UNDERSTAND that it is my sole and personal responsibility to obtain insurance to compensate for any and all Damages which might arise from my participation in, the Training or Services, and furthermore agree to look solely to such insurance to cover such Damages, regardless of fault, and waive all rights of subrogation on behalf of any and all Released Parties which may now or ever exist as a result of such insurance.

I agree that I will be solely responsible for any Damages I, my guests, agents or invitees cause, including but not limited to any equipment or personnel and any hotel property or personnel, and will indemnify and defend BOOST and Released Parties in connection with any Damages and other obligations directly or indirectly arising out of or related to any act or omission by me, my guests, agents or invitees.

**IN ANY CASE, THE CUMULATIVE LIABILITY OF ALL RELEASED PARTIES RELATING TO ANY SERVICES OR TRAINING PROVIDED AND THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY ME TO ANY OF THE RELEASED PARTIES DURING THE PERIOD THAT IS ONE (1) YEAR PRIOR TO THE DATE OF THE CAUSE OF ACTION BETWEEN THE LITIGANTS, MINUS ANY AMOUNTS PREVIOUSLY PAID BY ANY OF THE RELEASED PARTIES FOR ANY PRIOR LIABILITY. THE RELEASED PARTIES' LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL AMOUNTS PAID TO ANY RELEASED PARTIES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT AND APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE (WHETHER IN TORT, CONTRACT OR OTHERWISE). I RELEASE THE RELEASED PARTIES FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THE LIMITATION.**

If any provision of this Release shall be adjudged illegal, invalid or unenforceable, the balance of the Release shall remain in full force and effect. This Release shall be construed and governed under the state in which the BOOST facility is located. Any action or lawsuit arising out of or related to Training, Services, and/or this Release shall be exclusively brought in state or federal courts located in the county in which the BOOST facility is located.

I have read this Release, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily. I acknowledge that I have received valuable consideration in relation to my execution of this Release, which I understand to be a prerequisite to my receipt of Services. Finally, I understand that this Release shall be of full force and effect as to any and all Services and Training I receive from the Released Parties, without regard to the date or timing of such Services or Training.

Athlete Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Guardian Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_