

Liability Waiver and Consent Agreement

IN CONSIDERATION of being permitted to participate and utilize, in any way, SPORTS CLINIC, LLC's, d/b/a **tweak** ("Company") analysis of motion and movement mechanics, technique, and skills as it relates to certain sports applications or physical activity using a specialized high tech approach and system (sometimes herein "Activity" or "Activities") I, for myself and for my personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, AGREE, and REPRESENT that I understand the nature of the Company and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activities and will immediately bring such unsafe conditions to the attention of the nearest official or authority.

FULLY UNDERSTAND THAT: (a) COMPANY ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and Dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the conditions in and under which the Activities take place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily fore seeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES that I may incur as a result of my participation or that of the minor in the Activities.

HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Company, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, Owners and Lessors of premises on which the Activities take place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT ADMINISTRATION OF EMERGENCY CARE, AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I further understand that the Company, as part of its Activity(s), may record (audio and/or video) me and anyone in attendance with me, as I participate in said Activity ("Recordings"). I acknowledge and understand that such Recording may be used for promotional or instructional purposes and hereby consent to such use by Company without any further notice or release.

Printed Name of Participant: _____

Address/Phone/Email: _____

Signature of Participant (if over 18 years of age): _____

Date: _____



Liability Waiver and Consent Agreement

(MINOR RELEASE , under 18 years of age)

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE’S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR’S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR ANYONE OF THEM OR OTHERWISE, INCLUDING NEGLIGENT ADMINISTRATION OF EMERGENCY CARE, AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR’S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THAT MAY BE INCURRED AS THE RESULT OF ANY SUCH CLAIM. I FURTHER PROVIDE THAT COMPANY MAY USE RECORDINGS THAT MAY INCLUDE MINOR AND ANYONE IN ATTENDANCE WITH MINOR FOR PROMOTIONAL OR INSTRUCTIONAL PURPOSES.

Printed Name of Parent/Guardian: _____

Address: _____

Phone/Email: _____

Parent/Guardian Signature _____

Date: _____

SPORTS CLINIC, LLC (d/b/a tweak)

Its: Authorized Representative

Date: _____