



Dynamic Performance Development

Participant Release, Waiver of Liability, and Covenant Not to Sue

I hereby acknowledge that my participation in physical training with Dynamic Performance Development (here after referred to DPD) may expose me to risk of property damage and bodily or personal injury, including, but not limited to, sickness, broken bones, sprains, Injuries and/or death. I also fully understand the safety parameters advised by DPD and realize that I may be exposed to other risk, which may not be foreseeable. Physical training is a strenuous activity which is beyond the capability of some people and may cause minor, severe, and or permanent injuries or death to those people that are not sufficiently physically conditioned trained, and/or experienced. I have made my own determination and consulted with my doctor /physician as to whether or not I am able to safely participate in such training. I have consulted with DPD with full acknowledge that such activity may be hazardous to me.

In such sole consideration of DPD knowledge , expertise, and efforts expended on my behalf, I HEREBY AGREE TO AND HEREBY RELEASE AND FOREVER DISCHARGE DPD ITS MEMBERS INDIVIDUALLY , AND ITS OFFICERS,AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY , CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTIONS WHATSOEVER ARISING OUT OF OR THEREOF, THAT IT MAY BE SUSTAINED BY ME, RESULTING FROM OR IN ANY WAY CONNECTED WITH MY PARTICIPATION IN TRAINING WITH DPD.I HEREBY VOLUNTARILY ASSUME RESPONSIBILITY FOR ANY AND ALL SUCH RISKS, WHETHER CAUSED BY THE NEGLIGENCE OF DPD, ITS OFFICERS, MEMBERS , AGENTS, EMPLOYEES, OR OTHERWISE.

As partial consideration for the services provided by DPD to me under this agreement, I hereby grant DPD a license to use my name, image, voice, likeness, attributes, and biography, for and in connection with advertising, publicizing, promotion of DPD and related businesses. This includes, but not limited to, the development, distribution, and monetization of television programs or other video content featuring video footage of me over broadcast television stations, the internet and/or other media. I agree to the RELEASE, WAIVER OF Liability, AND COVENANT NOT TO SUE shall bind both me and my family members , if I am alive, and my heirs, assigns, personal representatives, and administrators, if I am deceased , and shall by deemed LIABILITY , AND COVENANT NOT TO SUE DPD, ITS MEMBERS, OFFICERS, AGENTS , OR EMPLOYEES.

By signing this document below , I hereby certify, acknowledge , and represent that I have read this entire RELEASE,WAIVER OF LIABILITY, AND COVENANT NOT TO SUE that I understand its terms that I am giving up my legal rights that I might otherwise have, and that I have signed it knowingly and voluntarily as my own free act and deed. No oral representations,

statements inducements, other than the foregoing written release, waiver of liability, and covenant not to sue, have been made. I am at least eighteen (18) years of age and am fully competent to execute this **RELEASE, WAIVER OF LIABILITY AND COVENANT NOT TO SUE**. I execute this **RELEASE WAIVER OF LIABILITY AND COVENANT** for fully, an adequate and complete consideration, and fully intend to be bound by the same.

I have read and understand the effects of this agreement and execute to my right to consult with the same at my own free will and accord for the purposes and considerations set forth herein.

I AGREE I HAVE BEEN INFORMED OF MY RIGHT TO CONSULT WITH AND RETAIN AN ATTORNEY FOR THIS MATTER. I FURTHER AGREE I HAVE BEEN INFORMED THAT I AM NOT REQUIRED TO AGREE TO OR EXECUTE ANY DOCUMENT WITHOUT THE ADVICE OR ATTORNEY.