

### HUMAN PERFORMANCE

I, the undersigned, represent and warrant that I have reached the legal age of majority in the state of my residence or that I am the legal parent or guardian of the minor named below, whichever applies (the "Participant"), and that I am authorized to execute this Release and Waiver of Liability ("Release"). I expressly assume full responsibility for and the risk of personal injury, death or property damage in connection with any of the Company's physical performance, training or other physical activity or the observation thereof (collectively, the "Program"). In consideration for the execution of this Release by me in favor of FOCUS Human Performance Programs, LLC (the "Company"), I agree to and authorize the Participant's participation in or observation of, and the Company agrees to allow such participation or observation, in the Program subject to the terms of this Release.

On behalf of myself, the Participant (if the Participant is a minor) and our respective estates, heirs and personal representatives (collectively, the "Participant Group"), I acknowledge and agree that the Participant Group, jointly and severally, agrees to indemnify and hold the Company and its owners, members, employees, agents, representatives, attorneys, successors and assigns (collectively, the "Company Group") harmless from any and all claims, suits, demands, damages, losses and liabilities, including personal injury, death and property damage, costs, expenses and attorneys' fees (collectively, "Claims") arising, directly or indirectly, from the Participant's participation in or observation of the Program and use of any facilities and equipment (regardless of the ownership thereof), and the continuing effects thereof, even if caused, directly or indirectly, by the gross negligence of the Company Group. The Participant Group also irrevocably and unconditionally releases and forever discharges the Company Group of and from any and all Claims of every nature, whether known or unknown, foreseen or unforeseen and whether arising at law or in equity, which any of the Participant Group has or may have against any of the Company Group arising, directly or indirectly, from the Participant's participation in or observation of the Program and use of any facilities and equipment (regardless of the ownership thereof), and the continuing effects thereof, even if caused directly or indirectly by the gross negligence of the Company Group.

I give my permission for the Participant's image to be videotaped, photographed, televised, or otherwise recorded or reproduced and used by the Company and agree that such images shall be the sole property of the Company. This Release is governed by Pennsylvania law and is intended to be as broad and inclusive as permitted under Pennsylvania law. If any portion of this Release is held invalid, the remainder will remain in full force and effect.

**I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE CAREFULLY, UNDERSTAND IT FULLY, THIS RELEASE IS REASONABLE AND ENFORCEABLE AND INTEND TO BE LEGALLY BOUND BY ITS TERMS.**

**DATE:** \_\_\_\_\_

**PARTICIPANT'S NAME (PRINT):** \_\_\_\_\_

**PARTICIPANT'S SIGNATURE:** \_\_\_\_\_

**LEGAL GUARDIAN SIGNATURE (if Participant is a minor):** \_\_\_\_\_

**CONTACT INFORMATION (Address, Emergency Contact & Number, Email)**