

**GAME ON FITNESS, LLC
WAIVER OF LIABILITY AND
CONSENT TO MEDIA & DATA USE**

I (the "Participant"), agree as follows:

WHEREAS, Game On Fitness will be gathering and using information, data, measurements, motion monitoring, video, photographs, interviews, content about, direct and indirect quotes (collectively referred to as "Information"), from Participant for the purpose of monitoring athletic performance, training, media relations, press coverage, publicity, entertainment, education, advertising, and other promotions via brochures, posters, picture murals, world wide web pages, social media, press releases, video, film and text and other media;

WHEREAS, the Participant wishes to endorse and support Game On Fitness' use of the Information; THEREFORE, it is agreed as follows:

1. In consideration of the mutual covenants contained herein, the Participant consents to the use of Information relating to Participant by Game On Fitness or representatives thereof for any purpose.
2. Participant agrees that the Information relating to Participant will be used solely in the interest of positive representation of the Participant and Game On Fitness and the name or identity of the Participant will not be publicly disclosed without Participant's consent.
3. Participant agrees that Game On Fitness is to be the sole owner of and possess all rights to the Information.
4. Participant understands that Participant will not receive financial compensation for the use of the Information.
5. Participant understands that Game On Fitness may use various monitors, sensors, scales and other measurement devices to gather information and data from the Participant in order to enhance athletic performance and training.
6. Participant understands that Game On Fitness has no control over the subsequent use of the Information after it has been published or used by Game On Fitness.
7. Participant understands that Game On Fitness and its assignees or licensees are relying upon this Media Consent Agreement in spending time, money and effort on the Media, measuring devices, and event organization,

and that this consent agreement, for this and other reasons, shall be irrevocable.

8. Participant agrees that Participant is in good physical condition and, with a health care provider's approval, can participate in vigorous exercise programs with the understanding that serious injury may or even death may occur as a result of participating in any and all Game on Fitness activities.

9. Participant agrees that Participant shall be solely responsible for any and all liability costs, damages, and expenses incurred by Participant from engaging in any Game On Fitness activity, including but not limited to group exercise classes, personal training sessions, performance monitoring, and media appearance for Game On Fitness.

10. Participant agrees that Participant shall forever hold harmless, release and discharge Game on Fitness or its successors in interest from all claims, demands, and causes of action Participant may have relating to any Game on Fitness activities or this waiver and consent agreement.

11. As with the transmission of any communicable disease like a cold or the flu, you may be exposed to COVID-19, also known as "Coronavirus," at any time or in any place. Be assured that we have always followed state and federal regulations and recommended universal personal protection and disinfection protocols to limit transmission of all diseases in our studio and continue to do so.

Despite our careful attention to sterilization, disinfection, and use of personal barriers, there is still a chance that you could be exposed to an illness in our studio, just as you might be at your dentist, grocery store, or favorite restaurant. "Social Distancing" nationwide has reduced the transmission of the Coronavirus. Although we have taken measures to provide social distancing in our facility, and exposure is unlikely, by agreeing to this waiver, you accept the risk.

The Participant has read, fully understands and willingly executed this agreement.

Name (printed): _____

Signature _____

Date: _____