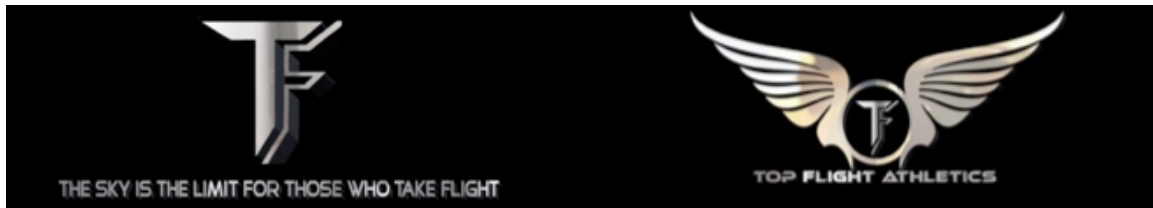


TOP FLIGHT ATHLETICS COMPOUND



INJURY WAIVER AND RELEASE OF LIABILITY FORM

I HEREBY ASSUME ALL THE RISKS OF PARTICIPATING IN BOXING & CARDIO & STRENGTH ACTIVITIES (hereinafter program) OR ANY OTHER FORM OF PHYSICAL ACTIVITY offered by TOP FLIGHT ATHLETICS and DS FITNESS, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I CERTIFY that I am physically fit, have sufficiently prepared or trained for participation in the programs, activities or events offered by ***TOP FLIGHT ATHLETICS and DS FITNESS***, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in these programs, activities, or events onsite / offsite ***TOP FLIGHT ATHLETICS COMPOUND PREMISES***.

I ACKNOWLEDGE that this Injury Waiver and Release of Liability Form will be used by ***TOP FLIGHT ATHLETICS and DS FITNESS***, its program instructors, and their affiliates, and that it will govern my actions and responsibilities at said programs, activities, or events.

IN CONSIDERATION of my agreement with ***TOP FLIGHT***

ATHLETICS and DS FITNESS, and permitting me to participate in these programs, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVER, RELEASE AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from any ***TOP FLIGHT ATHLETICS and DS FITNESS*** program, activity, or event, ***THE FOLLOWING ENTITIES OR PERSONS: TOP FLIGHT ATHLETICS, TOP FLIGHT COACH, ODDS ON PROFROMANCE PROMOTIONS, JUGGERNAUT FITNESS HEROSE, LLC, THE3, AND DS FITNESS***, and/or its directors, officers, employees, volunteers, representatives, and agents, the program instructors, activity or event holders, activity or event sponsors, activity or event volunteers:

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in these programs, activities, or events, whether caused by the negligence of release or otherwise.

I ACKNOWLEDGE that ***TOP FLIGHT ATHLETICS*** and its directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific program, activity, or event on behalf of ***TOP FLIGHT ATHLETICS and DS FITNESS***.

I ACKNOWLEDGE that these programs, activities and events may involve a test of a person's physical and mental limits and may carry with it the potential for death and serious injury. The risks may include, but are not limited to, those caused by facilities,

temperature, condition of participant, equipment, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of events, and lack of hydration.

I HEREBY ACKNOWLEDGE that I am fully required to provide my own medical coverage and that ***TOP FLIGHT ATHLETICS*** and ***DS FITNESS*** will not be held liable for any expenses incurred for treatment of injuries while participating in these programs, activities, or events.

The injury waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.



I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN OF MY OWN FREE WILL.

Sign Here:

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years of age)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting such capacity, has consented to his/her child or ward's participation in the programs, activity or events, and has agreed individually and on behalf of the child or ward, to the terms of the injury waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Print Name of Participant _____

Age _____

Signature of Participant _____

Print Name of Parent/Guardian If Under the Age of 18 _____

Parent/Guardian Must Sign Here _____