

### Participant Waiver, Indemnification & Release Agreement

I UNDERSTAND THAT THIS IS AN IMPORTANT LEGAL DOCUMENT RELATING TO MY AND/OR MY MINOR CHILD'S ATTENDANCE AT OR PARTICIPATION IN THE ACTIVITIES (AS DEFINED BELOW), AND BY SIGNING THIS DOCUMENT I AM WAIVING LEGAL RIGHTS I AND/OR MY MINOR CHILD MAY HAVE AGAINST STIX TRAINING, LLC AND THE RELEASED PARTIES (AS DEFINED BELOW).

Releasors understand that myself and/or my minor child (the "Participant"), will be participating in physical activities, including but not limited to, lessons, clinics, camps, training programs, practices, and general use of the facilities (the "Activities") owned and operated by Stix Training, LLC, a Florida limited liability company ("STIX"). As lawful consideration for being permitted to attend and/or participate in Activities at Stix Training Facility (the "Facility"), Participant and/or his/her parent/legal guardian agree to the terms and conditions set forth in this Participant Waiver, Indemnification, and Release Agreement (this "Agreement").

**FITNESS TO PARTICIPATE:** Releasors are solely responsible for determining whether Participant is physically and mentally fit to participate in the Activities. Risks from participating in the Activities may be aggravated by certain conditions, including but not limited to: if Participant has certain medical concerns (including, but not limited to: an underlying medical condition, medications (and their effects), family medical history, or recent illness, injury or impairment), or fails to adhere to the guidelines for the Activities as set forth by STIX in the process of participating therein.

Releasors agree and represent that Releasors are familiar with and understand the nature of the Activities that will be conducted at the Facility, and that Participant is qualified, in good health, and in proper physical and mental condition to participate in the Training. Releasors certify that the Participant is physically able to participate in the Activities and that Releasors know of no restrictions, physical impairments, or any other facts, which in any manner limit the Participant's participation in the Activities at the Facility. Releasors also acknowledge that the Facility will administer no physical examinations of the Participant prior to the Participant's participation in the Activities at the Facility, and rather will rely solely on the information provided herein.

**CONSENT TO TREAT:** Releasors specifically provide permission for Participant to receive emergency medical treatment if deemed necessary by STIX employees or representatives during the Participant's use of the Facility. As required by F.S. 1014.06(1), Releasors specifically authorize and give permission for STIX employees and/or representatives, and health care providers to render to me and/or my minor child healthcare services should the need arise for such treatment while participating in the Activities at the Facility. Releasors consent to STIX employees and/or representatives, and/or health care providers arranging for or providing emergency care and resources to the best of their ability to protect the life and health of me and/or my minor child, and if medical necessity or emergency exists beyond that which can be reasonably dealt with at the Facility, Releasors further authorize and give permission to arrange for professional medical transport to a medical facility.

Releasors will be financially responsible for any medical attention needed during the Activities at the Facility. The Releasors acknowledge and agree that the Releasors are responsible for maintaining health insurance and any other insurance policies necessary to cover any injury or harm that the Participant may suffer, or cause other people to suffer, in connection with their participation in the Activities.

**COMPLIANCE WITH FACILITY RULES:** Releasors understand that STIX has rules and standards of conduct that are applicable to all participants. Releasors agree to abide by these rules, standards, and policies for the safety of all participants, guests, invitees, contractors and employees. Any consequences that come as a result of violating the rules and standards are at the discretion of STIX. Releasors certify that any and all forms, documents and reports delivered by the Releasors to STIX on, prior to or after the date(s) of the Activities are accurate and complete.

**ASSUMPTION OF RISK:** Releasors understand the risk of injury to the Participant from the Activities involved in the use of the Facility is significant, including the potential for permanent disability and death. Releasors fully understand and agree that the Participant's preparation and participation in connection with the Activities may lead to exposure to certain risks. The specific inherent risks vary from one Activity to another, but in each Activity there are risks, dangers or conditions, both known and unknown, which are characteristic of, intrinsic to, or an integral part of the Activity and which are not eliminated even if STIX acts with due care in a reasonably prudent manner. Those inherent risks may include, without limitation, (1) minor injuries such as cuts, bruises, muscle strains and sprains; (2) major injuries such as mental or emotional distress, respiratory and/or neurological system damage, broken or fractured bones, concussions, or lost teeth; or (3) catastrophic injuries, such as temporary or permanent disability, heart attacks or a fractured skull or those that cause disfigurement, loss of mental capacity, loss of sight, speech or hearing, paralysis, or death. Participant may be exposed, or expose others, to contagious and potentially harmful or deadly disease such as influenza, common cold, coronavirus(es), chicken pox, meningitis, or measles. Participant may also be exposed to risks while traveling (e.g., in vans when traveling to and from competitions, events, or the airport), and exposure to risks related to receipt of treatment for any physical or mental condition. The Releasors acknowledge that the foregoing is not an exhaustive list of the risks and dangers the Participant will be exposed to as a result of the Activities, and the Releasors voluntarily and freely accept and assume these and all other such risks and dangers the Participant may encounter or be exposed to and understands and acknowledges that the waivers, releases and indemnities in this Agreement expressly apply to these risks and dangers (whether foreseen or unforeseen).

The Releasors have read the previous paragraphs, and (1) understand the nature of the Activities, (2) understand the demands of those Activities relative to the physical condition and skill level of Participant, and (3) appreciate the types of inherent injuries, illnesses and other related risks which may occur as a result of such Activities and/or treatment for any physical or mental condition that Participant may participate in/receive in connection therewith. The Releasors represent that the Releasors have knowingly evaluated and hereby accept and assume any and all risks, foreseen or unforeseen, associated with the Participant's participation in and/or attendance at the Activities.

**LIABILITY WAIVER & RELEASE:** In full knowledge and complete assumption of all of the risks, the Releasors, for themselves and, to the extent applicable, on behalf of the Participant's parents, grandparents, spouse, domestic partner, children, and each of the foregoing's estate, heirs, assigns, executors, and administrators (the Releasors collectively with the foregoing, the "Releasing Parties") hereby irrevocably agree that the Releasing Parties will not sue or claim against STIX or any of its parents, subsidiary entities, affiliates, sponsors, successors and assigns and each other person or entity who attends, participates in or provides services in connection with the Activities and the respective directors, officers, members, managers, employees, agents, service providers, sponsors, business partners, contractors, partners, equity holders and representatives thereof, in their individual, personal and representative capacities for each of the foregoing entities, and each of the foregoing's estate, heirs, assigns, executors, administrators and affiliates (the "Released Parties") for any claim, injury, illness, damage, loss or harm to any Releasing Party or such Releasing Party's property or the Releasing Party's death or disability, resulting or arising out of or in any way related to the Participant's preparation for, travel for, participation and appearance in, and/or attendance at the Activities.

In consideration for the opportunity to participate in and/or attend the Activities, and with full knowledge and complete assumption of any and all risks, the Releasing Parties hereby forever voluntarily release, discharge, waive and relinquish any and all past, present and future claims and causes of action, specifically including, but not limited to, any claims based on negligence or gross negligence, that they may have against the Released Parties, as a result of any injury, illness, damage, loss or harm to any Releasing Party or such Releasing Party's property, or the Releasing Party's death or disability, resulting or arising out of or in connection with the Participant's preparation for, travel for, participation and appearance in, and/or attendance at the Activities and/or any other events or activities associated therewith. The Releasors hereby waive and relinquish, on behalf of themselves and the Releasing Parties, any and all rights and benefits to which such Releasing Party may have under any statute or common law principle of any jurisdiction which provides, generally, that a general release does not extend to claims which a creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Releasors, on behalf of themselves and the Releasing Parties, acknowledge that each such Releasing Party may hereafter discover facts in addition to or different from those which such Releasing Party now knows or believes to be true with respect to the subject matter hereunder, but it is such Releasing Party's intention to fully and finally and forever settle and release any and all matters, disputes and differences, known or unknown, suspected and unsuspected, which do now exist, may exist or heretofore have existed between any Releasing Party and any Released Party with respect to the subject matter hereunder. In furtherance of this intention, the releases herein shall be and remain in effect as full and complete general releases notwithstanding the discovery or existence of any such additional or different facts. The Releasors, on behalf of themselves and the Releasing Parties, further covenant and agree that each such Releasing Party has not heretofore sold, transferred, hypothecated, conveyed or assigned, and shall not hereafter sue any Released Party upon, any claim released hereunder, and that each Releasing Party shall indemnify and hold

harmless the Released Parties against any loss or liability on account of any actions brought by such Releasing Party or such Releasing Party's assigns or prosecuted on behalf of such Releasing Party and relating to any claim released hereunder.

**NOTICE TO THE MINOR CHILD'S PARENT AND/OR NATURAL GUARDIAN. READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF STIX USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM STIX IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND STIX HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

**INDEMNIFICATION:** The Releasors, on behalf of themselves and the Releasing Parties, hereby covenant and agree that neither they nor any Releasing Party shall hereafter bring any claim, action or proceeding against any Released Party, nor shall the Releasors assign or permit any of the Releasing Parties to assign any claim, action or proceeding arising from, and shall indemnify, defend and hold harmless the Released Parties from, any claims, actions, proceedings, expenses (including attorneys' fees) and damages arising from, relating to or in connection with, this Agreement, including claims by Releasing Parties or third parties alleging negligent or intentional acts or omissions by the Releasors or any other Released Party or the breach of any of the Releasors' representations, warranties or covenants contained herein, or in connection with defending any claim against any Released Party relating to the matters covered by this Agreement or enforcing this Agreement against a Releasing Party, and that such Releasing Party(ies) shall not participate in or cooperate with any investigation, claim, action or proceeding arising from, relating to or in connection with this Agreement or the Activities. The Releasors, on behalf of themselves and the Releasing Parties, hereby waive all rights of, and shall not pursue any claim by way of, subrogation, for contribution or otherwise, against any of the Released Parties. For purposes of clarification, this indemnification is not limited to activities occurring on STIX premises, but encompasses all conduct by Participant and/or his/her/their guests, relatives, or family members for which a third party seeks to hold STIX liable, whether occurring on or off of STIX property.

**ARBITRATION/DISPUTE RESOLUTION:** All claims or disputes between the Releasing Parties and the Released Parties, including those arising out of or related to this Agreement or to Participant's activities with STIX such as, without limitation, any claim based on breach of contract, breach of duty, negligence, gross negligence, fraud, or misrepresentation (collectively the "Disputes") will be resolved through binding, confidential arbitration conducted in accordance with the then current Consumer Arbitration Rules of the American Arbitration Association. No

claims may be brought in any forum on behalf of any putative class. The costs of any arbitration brought by Released Parties to enforce any provision of this Agreement, including but not limited to attorneys' fees, shall be reimbursed by Releasors to the extent that any of the Released Parties is the prevailing party. Disputes in which more than \$250,000 is at issue will be heard by a panel of three neutral arbitrators; others will be heard by a single neutral arbitrator (which arbitrator(s) will be (an) attorney(s)). For purposes of confirming any award rendered pursuant to this Agreement, Releasors, on behalf of themselves and the Releasing Parties, consent to the jurisdiction of the courts of Wakulla County, Florida, and the United States District Court for the North District of Florida.

**MEDIA RELEASE AND TECHNOLOGY CONSENT:** Releasors hereby grant to STIX and any and all persons and/or entities acting within its permission and upon its authority, including, without limitation, the Released Parties the right to (a) capture, photograph, and record the Participant's image, likeness (including, without limitation, aural and visual likenesses), voice, persona, statements, name, biographical information, physiological data, performance data, athletic statistics and accomplishments, and other data about the Participant (via film, videotape, audiotape, digital media, athletic and nutrition based technology or otherwise) (collectively, "Participant Data"); (b) aggregate, analyze, transfer, store, edit, modify or otherwise process any resulting photographs, recordings, digital files or other media or materials, including Participant Data (the "Materials"); and (c) use and distribute the Participant Data and Materials, in whole or in part, in any manner and in all media formats and channels now known or later developed, and for any purpose whatsoever at the sole discretion of STIX, including, but not limited to, analytical, research, promotional and publicity purposes, including in publications, marketing, and promotional materials, websites, databases, press releases, advertising media, research materials and studies, and any other works based on or incorporating the Materials (collectively, the "Media") and to promote the Participant to prospective recruiters, partners, and sponsors, in each case, without payment to, or additional review by or consent of, Releasors. The Releasors further understand that STIX will have no obligation to make any use of the Materials and that all rights granted herein are perpetual and fully sublicensable and assignable, to the fullest extent allowed by law. Further, to the fullest extent permitted by applicable law, the Releasors waive, release, and discharge the Released Parties from any and all claims the Releasors may now or later have (whether related to copyright, the right of privacy, right of publicity, performer rights, tort, contract, statute or otherwise) by reason of the use of the Materials by the Released Parties or anyone else authorized by the Released Parties. Releasors understand that STIX has sole ownership of all rights in the Materials, and the Releasors hereby waive and assign to STIX any and all right, title, and interest, if any, which the Releasors now have or might later acquire with respect to the Materials, including all intellectual property rights therein. The Releasors represent and warrant that he/she/they have all rights necessary to grant such permission as set forth herein and that no infringement or violation of any third-party rights will result from the exercise of the rights and permissions granted under this Agreement. To the fullest extent allowed by law, the Releasors agree to indemnify, defend and hold harmless the Released Parties from any liability, responsibility, claim, damage, judgment, cost, fine, penalty, loss and expense (including reasonable attorneys' fees) that may arise from the collection, use and disclosure, in any manner whatsoever, of the Materials or, the Participant Data or the exercise of the rights granted in this

Agreement. To the fullest extent permitted by the applicable law, the Releasors further agree to waive any rights to injunctive relief they may have in connection with the Materials. Nothing herein will be interpreted as waiver of the Released Parties' rights to use the Materials under federal and state common law and statutes (such as rights of public domain and fair use).

**SEVERABILITY:** If any provision of this Agreement is found to be invalid, illegal or unenforceable under applicable law, it shall not affect the validity, legality or enforceability of any other provision of the Agreement. Rather, the invalid, illegal or unenforceable provision shall be modified to the extent necessary to make valid, legal and enforceable.

**OTHER AGREEMENTS:** This Agreement is made in addition to, and shall not serve to reduce or limit in any manner whatsoever any of the rights of STIX or any of the Released Parties or expand any of the obligations of STIX or any of the Released Parties under any other agreement between STIX or any of the Released Parties, on the one hand, and the Releasors or any of the Releasing Parties, on the other hand; provided, that, notwithstanding the foregoing, to the extent of any conflict between any term or provision of this Agreement and any term or provision of any other agreement relating to the Activities or otherwise that would, in each case, reduce or limit the rights, or expand the obligations or liabilities of, STIX and/or the Released Parties, in relation to the matters contemplated hereby, the terms and provisions of this Agreement shall govern and control exclusively and the conflicting terms and provisions of such other agreement shall be of no force or effect.

**THIRD-PARTY BENEFICIARIES:** Each Released Party is an express third-party beneficiary to this Agreement; provided, that no Released Party (other than STIX) may enforce this Agreement except at the direction of STIX. This Agreement shall not be construed as giving to any person, other than the Released Parties, any legal or equitable right, remedy or claim under or in respect of this Agreement.

**ACKNOWLEDGMENT OF UNDERSTANDING:** Releasors hereby represent, warrant and certify that he/she/they (a) have the full right, power and authority to enter into this Agreement; (b) are aware that this Agreement is, among other things, a release of liability for future injuries and a contract between the Releasors and STIX and the other Released Parties and that the Releasor(s) is/are signing this Agreement of his, her or their own free will and is not subject to duress of any kind; (c) received the opportunity to review this Agreement and further acknowledge to have carefully read and fully understand the contents of this Agreement and have asked, or had the opportunity to ask, and received answers to all questions he/she/they may have; (d) have made such an investigation into the facts pertinent to this Agreement and of all matters pertaining thereto as they have deemed necessary, that the Releasors fully understand the contents of this Agreement; (e) have reviewed this document with their own legal counsel prior to signing (or, alternatively, the Releasors have been afforded the opportunity to review this Agreement with their own legal counsel prior to signing, and has decided, in her, his or their sole determination, not to do so); and (f) are of sound mind, have duly executed this Agreement freely and voluntarily, intending and agreeing to be fully bound by the terms. If any portion is held invalid, the remaining portion of this Agreement will continue in full legal force and effect. This Agreement shall be governed by

the laws of the State of Florida and shall be interpreted as broadly as permitted by F.S. 744.301 or other applicable Florida law.

**I AM SIGNING THIS AGREEMENT REPRESENTING THAT I HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF MYSELF AND MY MINOR CHILD (AS APPLICABLE), KNOWING THAT I AM WAIVING THE ABILITY TO BRING CERTAIN CLAIMS AND TO SEEK CERTAIN REMEDIES ON BEHALF OF MYSELF AND MY MINOR CHILD, THAT I AM WAIVING MY AND MY MINOR CHILD'S RIGHTS TO BRING CLAIMS IN COURT, AND THAT I AM ACCEPTING, ON BEHALF OF MYSELF AND MY MINOR CHILD, VARIOUS RISKS (KNOWN AND UNKNOWN). I AM INTENTIONALLY WAIVING SUCH RIGHTS AND ACCEPTING SUCH RISKS BECAUSE I DESIRE THAT I AND/OR MY MINOR CHILD WILL ATTEND AND/OR PARTICIPATE IN THE ACTIVITIES OF THE FACILITY.**

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_