

SWIMSTRONG DRYLAND, LLC
ATHLETE WAIVER AND RELEASE AGREEMENT

1. I am or will be participating in physical training and other activities (the “**Program**”) provided by SwimStrong Dryland, LLC (“**Coach**”).
2. I realize that as with any physical activity, participation in the Program is strenuous and potentially hazardous and may result in serious bodily injury or may cause or aggravate an existing physical injury or medical condition. I am fully aware of and accept the risks and hazards involved. **My participation is voluntary and I assume all risk of injury.**
3. I am either 18 years or older and have been examined by a licensed physician within the last six months and found to be in good health, or I am the parent or guardian of a minor and such minor has been cleared to participate in the Program by the minor’s licensed physician in accordance with the sponsoring team’s policies. Since the most recent examination, I have not (or the minor has not, as the case may be) been diagnosed with any type of medical issue or experienced any symptoms that would affect my/the minor’s ability to participate in the Program.
4. I will faithfully follow all instructions given by Coach as to when, where and how to participate in the Program, it being understood that any deviation by me from such instruction shall be at my own risk.
5. I understand that any exercise program or any similar instruction I receive from Coach, in any form, format or medium, is the valuable intellectual property of Coach, that such materials are for my sole use only while I am a participant in the Program, and that such materials may not be copied, disclosed, distributed, transferred, displayed or otherwise shared with any other person or entity at any time either during or after my participation in the Program. Upon the termination of my participation of the Program, all physical copies of any materials containing such information shall be immediately returned to Coach. I further understand that any violation of this provision will result in my immediate termination from the Program and may subject me to further legal action.
6. I understand that any digital projects, social media or marketing campaigns, including but not limited to Facebook videos, photos, posts, Twitter videos, photos, posts, YouTube videos and posts, that I may participate in while participating in the Program shall become the property of Coach and may be used for marketing and advertising purposes at the sole discretion of Coach. I hereby grant to Coach the right and license to use my name, image, likeness, voice and persona for the purpose of promoting, marketing and advertising Coach to the public.
7. **On behalf of myself, my heirs and assigns, I forever release and discharge SwimStrong Dryland, LLC, its owners, members, managers, employees, contractors, instructors, agents and others acting on SwimStrong Dryland, LLC’s behalf of and from any and all claims, causes of action, damages, liabilities, judgments or other losses sustained by me which are in any way related to my**

participation in the Program or in any of SwimStrong Dryland, LLC's classes, workshops, programs, promotional, marketing, or advertising activities or other offerings.

This Athlete Waiver and Release Agreement shall be governed by Pennsylvania law (without regard to conflicts of law principles or any rule of construction relating to which party prepared this Athlete Waiver and Release Agreement), regardless of the place of its physical execution, and shall be binding on my legal representatives, heirs, and assigns and Coach's licensees and assigns.

I represent and warrant that I have the right, power and authority to grant the rights set forth in this Athlete Waiver and Release Agreement; furthermore, if a minor is the participant in the Program, I represent and warrant that I am either a parent or legal guardian of the minor child and that I have complete authority to grant this Athlete Waiver and Release Agreement on the minor child's behalf.

SwimStrong Dryland, LLC may assign its rights under this Athlete Waiver and Release Agreement in full or in part to any person or entity. This Athlete Waiver and Release Agreement represents the entire understanding in effect between the parties as to the matters set forth herein.

I have read the above Athlete Waiver and Release Agreement and fully understand its contents. I voluntarily agree to the terms and conditions stated above.

Agreed to and accepted:

By: _____
(Individual's signature and also on behalf of minor, if applicable)

_____ (Minor's printed name, if applicable)

Name: _____
(Please print)

_____ Telephone number

Street address: _____

City: _____ State: _____ Zip code: _____

Date: _____