



**BEAST ANALYTICS, INC.  
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration for being permitted to participate in testing and/or treatments, whether complimentary or otherwise (the "Testing" and/or "Treatment") by **BEAST Analytics, Inc.** to demonstrate the system of Fusionetics, LLC that is used in the evaluation, scoring, and treatment of athletes in movement efficiency, recovery, and sports performance, I hereby agree and acknowledge that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, **BEAST Analytics, Inc.**, Fusionetics, LLC, each of their affiliates, and their respective officers, directors, employees, representatives and agents (collectively, the "Releasees").
2. I further release all Releasees from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, disability, death, or loss or damage to person or property arising from the Testing and/ or Treatment whether caused by active or passive negligence of the Releasees or otherwise. By executing this document, I agree to hold the Releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the Treatment.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforced. This release shall be governed by the laws of the State of Virginia.

**I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT, AND FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

For Participants of Minority Age, this is the clarify that I, as Parent, Guardian or Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in the Treatment for myself, my heir, assigns, and next of kin.

Signature: \_\_\_\_\_  
Printed Name of  
Parent or Guardian: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_