

TRACK FIT CORP.

Sub-Contractor/Volunteer/ Participant's Release and Waiver of Liability Form

This Release and Waiver of Liability (the "Release") executed on _____, 2024, by _____ ("Sub-Contractor/Volunteer/Participant") hereby releases: **(i)** Timothy W. Schulz, P.A., **(ii)** Bistro WPB, LLC d/b/a Pistache French Bistro, **(iii)** SubCulture Group, LLC d/b/a Camelot, **(iv)** Reggie Rock, Inc., **(v)** The GirlFriends LLC d/b/a Oshun Hair Bar, **(vi)** Ganache Bakery, LLC, **(vii)** Rocksteady Therapy & Wellness Inc. d/b/a Modern Protocol School of Etiquette, and **(viii)** Track Fit Corp., and each of their directors, officers, members, employees, agents, and sponsors (the "Released Parties"). The Sub-Contractor/Volunteer/Participant desires to engage in activities related to (and provided by Track Fit Corp) the Summer Camp program ("Day Camp") to be held during the periods June 3-27, 2024 and July 1-28, 2024, or at any other dates as scheduled by Track Fit Corp.

The Sub-Contractor/Volunteer/Participant is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Sub-contractor/Volunteer/Participants' participation in the Day Camp, and at all locations provided by the Released Parties.

1. **Waiver and Release:** I, the Sub-Contractor/Volunteer/Participant, release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from participation in the Day Camp, and at all locations provided by the Released Parties. I understand and acknowledge that this Release discharges the Released Parties from any liability or claim that I may have against any of them with respect to bodily injury, personal injury, illness, death, or property damage that may result from participation in the Day Camp, and at all locations provided by the Released Parties.

2. **Insurance:** Further, I understand that the Released Parties do not assume any responsibility for, or obligation to, provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of the Released Parties beyond what may be offered freely by any of them in the event of such injury or medical expenses incurred by me.

3. **Medical Treatment:** I hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my participation in the Day Camp, and at all locations provided by the Released Parties.

4. **Assumption of Risk:** I understand that the activities provided by the Released Parties may include activities that may be hazardous to me including, but not limited to, heat exhaustion, and/or other physical injuries. I hereby expressly assume the risk of injury or harm from all activities associated in any way with the Released Parties, and release the Released Parties from all forms of liability for any injury, illness, death or property damage resulting from the services provided by the Released Parties.

5. **Photographic Release:** I hereby grant and convey to the Released Parties all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by the Released Parties in connection with any of the activities provided by the Released Parties.

6. **Other:** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

YOU ARE ADVISED THAT BY THIS RELEASE AND WAIVER OF LIABILITY YOU ARE GIVING UP CERTAIN RIGHTS YOU MAY HAVE, AND MAY WISH TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability.

Name: _____

Mailing Address: _____

City: _____

State/Zip: _____

Phone: _____ Cell: _____

Email Address: _____

Signature Date: _____, 2024

If you are younger than 18 years of age, your parent or legal guardian must sign this form below on your behalf.

Signature Sub-Contractor/Volunteer/Participants'
Parent or Legal Guardian

Print Name

Signature Date: _____, 2024