

## **ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY**

This Release is executed by athletic participant identified below (the “Participant”) and if the Participant is a minor, a parent or legal guardian of the Participant as a condition to the Participant being permitted to participate in the iQ Sport Test (the “Test”). Each of the undersigned fully understands and agrees as follows:

**1. RISK FACTORS.** There are risks involved in participating in the Test and being present at the Test, including, but not limited to, risk of bodily injury (including death) or property damage, which might result from the use of equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency equipment or emergency medical care.

**2. ASSUMPTION OF THE RISK.** The undersigned voluntarily assume all risks and accept full responsibility for all injuries, damages, and other losses that arise out of participating and/or being present at the Test, regardless of the cause of the injuries, damages, and other losses.

**3. PREREQUISITE SKILLS AND TRAINING.** The Participant acknowledges that he or she has the requisite skills, qualifications, physical abilities, and training necessary for proper and safe use of the equipment and facilities and to participate in the Test. The Participant agrees that if Participant has any questions as to what skills, qualifications or training is necessary to properly use the equipment, facilities, or to participate in the Test, the Participant will direct such questions to the appropriate staff member on site.

**4. HEALTH.** The Participant acknowledges that he or she is in good health and free from any conditions known or unknown that might be aggravated by participating in the Test. If there is a history of recent surgery, heart trouble, high blood pressure, asthma, or any other condition that could be aggravated, Participant shall consult with his or her family doctor before participating in the Test. Prior to participating in the Test, Participant shall advise iQ Sport, Inc. and the iQ Instructor(s), in writing, of any illnesses, injuries or any other condition that could be aggravated or potentially affect Participant’s capacity to participate in the Test.

**5. RELEASE AND WAIVER.** In consideration of the Participant being permitted to participate in the Test, each of the undersigned release, (a) iQ Sport, Inc. and each of its direct and indirect subsidiaries and affiliates, (b) the directors, officers, employees, agents, and shareholders of the parties mentioned in (a), (c) the iQ Instructor(s) and any of the staff members employed by the iQ Instructor(s), and (d) the successors and assigns of each of the foregoing (collectively, the “Released Parties”) from and against all claims, and waive all claims, liability, and responsibility for all injuries (including death), damages, and other losses of whatever kind or nature which undersigned may incur that directly or indirectly arise out of or relate to participating and/or being present at the Test, regardless of the cause of the injuries, damages, and other losses. Without limiting the generality of the foregoing, the undersigned specifically intend to waive and release each of the Released Parties from all claims, liability, and responsibility for all injuries, damages, and other losses that directly or indirectly arise out of or relate to the Participant’s participation and/or presence at the Test, that may be caused by the negligence of, or any other breach of duty that may be owing to any of the undersigned by any of

the Released Parties. Each of the undersigned waive the protections afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the undersigned does not know of or suspect at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

**6. INDEMNITY.** The undersigned agree to pay for any and all injuries, damages, and other losses to iQ Sport, Inc. and each of its direct and indirect subsidiaries and affiliates, the iQ Instructor(s), and any staff members employed by the iQ Instructor(s), as caused by the undersigned, whether negligently, willfully, or otherwise.

**7. EMERGENCY TREATMENT CONSENT.** Each of the undersigned hereby consent to medical treatment of the Participant in a medical emergency where the undersigned are unable to consent to such treatment.

**8. INSURANCE.** The undersigned understand that iQ Sport, Inc. does not carry participant insurance. The undersigned understand that undersigned are responsible for their own insurance.

**9. CODE OF CONDUCT.** The undersigned agree that the information provided during registration and the Test is accurate and truthful. The undersigned understand that providing false and/or inaccurate information will result in Participant's removal from the Test and website, without a refund. In addition, the undersigned understand that the undersigned may be removed from the facilities and ineligible to further participate in the Test for unsportsmanlike conduct, immoral activity, unethical play or being in an area not prescribed by the iQ Instructor(s) and any staff retained by the iQ Instructor(s), or statements made to negatively affect any athlete or non-athlete participating or in attendance at the Test.

**10. FEES.** The undersigned understand that registration transactions are not subject to refunds under any circumstance. If checks are returned for any reason, the Participant will be removed from the Test roster and a \$35 fee for handling will be assessed.

**11. REGISTERING AND PARTICIPATING.** The undersigned acknowledges and agrees that no person has promised, represented, warranted or guaranteed that, by registering and participating in the Test, the Participant will obtain a scholarship, financial aid, or be chosen to participate on a team by a college or university coach.

**12. PARTICIPANT FEEDBACK.** The undersigned agree to allow iQ Sport, Inc. and each of its direct and indirect subsidiaries and affiliates to utilize positive written communications from undersigned for use in brochures and/or website testimonials.

**13. EVENT SCHEDULE.** The undersigned acknowledge that iQ Sport Inc. and each of its direct and indirect subsidiaries and affiliates and the iQ Instructor(s) reserve the right to reschedule the Test at any time to any new time and/or location.

**14. MODIFICATIONS.** The undersigned acknowledge that iQ Sport, Inc. and each of its direct and indirect subsidiaries and affiliates reserve the right, at their sole discretion, to change, modify, add or remove any portion of the Test in whole or in part, at any time and without notice.

**15. ACKNOWLEDGMENT.** The undersigned acknowledge that the Participant would not have been permitted to participate in the Test if each of the undersigned were not legally bound by this Release. This Release is specifically given by the undersigned to induce iQ Sport, Inc. and the iQ Instructor(s) to permit the Participant to participate in the Test.

**16. GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Ohio, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof. For all actions and proceedings arising out of this agreement, the parties irrevocably and unconditionally consent to the personal jurisdiction of the United States District Court for the Southern District of Ohio located in Columbus, Ohio, and to any court of the State of Ohio located in Delaware County, Ohio.

**EACH OF THE UNDERSIGNED HAVE READ THIS RELEASE BEFORE SIGNING IT AND UNDERSTAND THAT IT HAS LEGAL CONSEQUENCES.**

**ATHLETE'S NAME:** \_\_\_\_\_

**Birth Date:** \_\_\_\_\_

My Insurance Company name is \_\_\_\_\_ and policy number is \_\_\_\_\_.

My Family Doctor is \_\_\_\_\_, his/her phone number is \_\_\_\_\_.

My Family Dentist is \_\_\_\_\_, his/her phone number is \_\_\_\_\_.

Should an injury occur, I wish you would contact \_\_\_\_\_, his/her phone number is \_\_\_\_\_.

If there is a choice, the hospital that I prefer to be taken to is \_\_\_\_\_, their phone number is \_\_\_\_\_ (state nearest hospital if unknown).

**Signature of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name of Participant:** \_\_\_\_\_

*The undersigned warrants that he or she is the parent or legal guardian of the Participant. If the Participant is a minor, the undersigned agrees that he or she is executing this Release individually and on behalf of the Participant. The undersigned further gives consent for undersigned's minor child to receive medical care and for the iQ Instructor(s) and the staff retained by the iQ Instructor(s) to assist in obtaining and providing medical care and assistance, should the need arise.*

**Signature of Parent or Legal Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name of Parent or Legal Guardian:** \_\_\_\_\_