

D1 SPORTS LIABILITY WAIVER & RELEASE

• **PLEASE REVIEW AS YOU ARE SIGNING AWAY CERTAIN RIGHTS AND LIMITING OTHERS** •

RELEASE OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK: D1 MILTON LIMITED, DBA D1 MILTON (“D1”) PROVIDES YOU AND THE GENERAL PUBLIC WITH GROUP FITNESS, SPORTS AND SKILL TRAINING, AND OTHER RELATED SERVICES (THE “PROGRAM”). BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING: YOU REPRESENT THAT YOU ARE PHYSICALLY FIT TO PARTICIPATE IN THE D1 PROGRAM AND THAT, PRIOR TO PARTICIPATION IN THE PROGRAM, YOU HAVE CONSULTED A PHYSICIAN REGARDING ANY LIMITATIONS OR MEDICAL RISKS THAT YOU MAY HAVE IN RELATION TO THE PROGRAM AND CERTIFY THAT YOU ARE FREE FROM ANY SUCH LIMITATIONS AND MEDICAL RISKS. YOU FURTHER UNDERSTAND AND AGREE THAT THE PROGRAM INVOLVES PHYSICAL EXERTION AND STRENUOUS PHYSICAL ACTIVITY BY YOU, WHICH ENTAILS CERTAIN RISKS AND SERIOUS BODILY INJURY AND/OR DEATH MAY OCCUR. FOR EXAMPLE, PHYSICAL CONTACT WITH OTHER PARTICIPANTS, EQUIPMENT OR SURFACES MAY OCCUR DURING THE PROGRAM. WITH FULL KNOWLEDGE OF THE RISKS OF SERIOUS BODILY INJURY AND DEATH, YOU VOLUNTARILY CHOOSE TO PARTICIPATE IN THE PROGRAM AND (I) HEREBY FOREVER RELEASE, COVENANT NOT TO SUE, DISCHARGE AND WAIVE ALL LIABILITY ON BEHALF OF D1, ITS EMPLOYEES, EXECUTIVES, AGENTS, AFFILIATES (INCLUDING WITHOUT LIMITATION, AFFILIATE D1 SPORTS HOLDINGS, LLC), OWNERS, SUBSIDIARIES, PARTNERS, SPONSORS, ASSIGNS, OWNERS AND LESSEES OF THE PREMISES, CONSULTANTS, VOLUNTEERS AND CONTRACTORS (THE “RELEASEES”) FOR ANY BODILY INJURY OF ANY KIND, PROPERTY DAMAGE OR DEATH, SUFFERED BY YOU AS A RESULT OF YOUR PARTICIPATION IN THE PROGRAM, REGARDLESS OF WHETHER SUCH BODILY INJURY OR DEATH WAS DUE TO NEGLIGENCE OF ANY KIND COMMITTED BY D1 OR THE RELEASEES OR OTHERWISE, (II) AGREE TO INDEMNIFY AND HOLD HARMLESS D1 AND THE RELEASEES FROM ANY LOSS, LIABILITY OR COST THEY MAY INCUR ARISING OUT OF OR RELATED TO YOUR PARTICIPATION IN THE PROGRAM, WORKOUT PLAN, NUTRITION GUIDE, ANY COMMUNICATION, INJURY, AND MISCONDUCT, AND (III) ASSUME FULL RESPONSIBILITY FOR ANY BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO YOUR PARTICIPATION IN THE PROGRAM AND/OR USE OF D1’S FACILITY.

GOVERNING LAW; ARBITRATION. NOTWITHSTANDING YOUR AGREEMENT NOT TO SUE D1 AND THE RELEASEES AND WITHOUT D1 OR RELEASEES WAIVING THEIR RIGHTS UNDER THE FOREGOING PARAGRAPH, YOU AGREE THAT IN THE EVENT OF ANY LEGAL ACTION, ALL SUCH LEGAL PROCEEDINGS OF ANY KIND, INCLUDING THOSE RELATED TO THE ENFORCEABILITY OF THIS WAIVER, SHALL BE ARBITRATED PURSUANT TO THE FEDERAL ARBITRATION ACT, AND SUCH ARBITRATION SHALL BE THE EXCLUSIVE, FINAL AND BINDING REMEDY. THE PARTIES AGREE THAT THE ARBITRATION SHALL TAKE PLACE IN ATLANTA, GEORGIA AND WILL BE CONDUCTED BY AND THROUGH THE AMERICAN ARBITRATION ASSOCIATION, APPLYING THE INTERNAL LAWS OF THE STATE OF GEORGIA (WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES). JUDGMENT UPON ANY AWARD REACHED BY THE ARBITRATORS MAY BE ENTERED IN ANY FEDERAL OR STATE COURT HAVING JURISDICTION THEREOF. THE ARBITRATION SHALL TAKE PLACE BEFORE A SINGLE ARBITRATOR WITH EXPERIENCE RELATED TO THE LEGAL NATURE OF THE DISPUTE AND JOINTLY SELECTED (OR APPOINTED BY THE AAA IF THE PARTIES ARE UNABLE TO AGREE UPON AN ARBITRATOR WITHIN TEN DAYS). THE NON-PREVAILING PARTY, AS THAT TERM IS INTERPRETED BY GEORGIA COURTS SHALL BE RESPONSIBLE FOR PAYMENT OF THE FULL COSTS OF THE ARBITRATOR AND REASONABLE EXPENSES OF THE PREVAILING PARTY INCLUDING REASONABLE ATTORNEY FEES AND EXPERT WITNESS FEES. THE AWARD RENDERED BY THE ARBITRATION SHALL BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

YOU CERTIFY THAT YOU HAVE READ THE FOREGOING AND UNDERSTAND THAT BY SIGNING BELOW, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS AND REMEDIES AND INTEND THAT YOUR SIGNATURE BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY ON BEHALF OF D1 AND THE RELEASEES TO THE GREATEST EXTENT PERMITTED BY LAW.

SOCIAL MEDIA RELEASE. I HEREBY AUTHORIZE D1 AND AFFILIATE, D1 SPORTS HOLDINGS, LLC (COLLECTIVELY REFERRED TO IN THIS PARAGRAPH AS “D1”) TO RECORD MY NAME, LIKENESS, IMAGE, VOICE AND PARTICIPATION IN FILM, TAPE OR OTHERWISE FOR USE IN ALL D1 RELATED INITIATIVES. I AGREE THAT ALL PHOTO, VIDEO AND OTHER PRODUCTION RELATED MATERIALS MAY BE EDITED AND OTHERWISE ALTERED AT THE SOLE DISCRETION OF D1 AND USED IN WHOLE OR IN PART AT THE SOLE DISCRETION OF D1, WHETHER IT BE FOR PUBLIC OR PRIVATE USE. I FURTHER AGREE AND UNDERSTAND THAT I HAVE NO RIGHTS TO ANY PRODUCTION RELATED TO D1 OR ANY BENEFITS DERIVED THEREFROM, THEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASING AND WAIVING ALL RIGHTS, LEGAL AND MORAL, SO THAT D1 MAY FULLY EXPLOIT MY NAME, LIKENESS, IMAGE, VOICE AND PARTICIPATION IN FILM, TAPE, SOCIAL MEDIA OR OTHERWISE. D1 AGREES TO COMPLY WITH APPLICABLE PRIVACY LAWS.

AGREED AND ACCEPTED:

Participant’s Signature _____ **Date** _____

Parent or Guardian Signature (if under age 18) _____