

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in Evo Swim School HoldCo, LLC (referred to as "Center") athletic activities, sports, and events, and being present on Center's property and facilities commonly known as 2161 E. Pecos Rd., Gilbert AZ 85295 ("Facilities"), I on behalf of myself, the participant(s) and our respective heirs, assigns, administrators, personal representatives and next of kin, acknowledge, appreciate and agree to the following terms and conditions of this **Release, Waiver of Liability, Assumption of Risk and Indemnification Agreement ("Agreement")**:

1. I am aware of the inherent risks associated with participation in athletic activities and sports, including, without limitation, swimming. I am aware there is a significant risk of injury from the activities occurring at the Facilities and from participating in swimming, including, without limitation, the potential for serious injuries, permanent paralysis and even death. I acknowledge that while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury and death does exist.
2. I agree and represent that I will comply with all rules and regulations set by Center regarding being present on the Facilities, and participation in athletic activities and sports, including without limitation, swimming. I agree and represent that if I observe any hazard or unsafe condition during my presence or participation in activities at the Facilities, I will immediately stop my participation in all activities and immediately bring the hazard or unsafe condition to the attention of Center's owner, operator or manager and refuse to participate in any activities until such hazard or unsafe condition is eliminated or vacate the Facilities.
3. I agree and represent that the participant is in good physical condition with no underlying health condition or risks associated with strenuous physical activity, including, without limitation, swimming. I agree and represent that if the participant experiences any physical stress or pain or medical condition (including, without limitation, to cardiovascular or muscular discomfort or pain, disorientation, shortness of breath, headaches, generalized pain etc.) I will immediately instruct them to stop activity at the Facilities and will seek medical attention.
4. I hereby give my consent to Center to provide, through a medical staff of its choice, customary medical/athletic training attention, transportation, and emergency medical services as warranted during my participation, to the extent it deemed necessary in the sole discretion of Center. The Center is not responsible for any medical fees incurred as a result of participation in activities at the Facilities.
5. **TO THE FULLEST EXTENT OF APPLICABLE LAW, I AGREE AND REPRESENT THAT I AM KNOWINGLY AND FREELY ASSUMING ALL KNOWN AND UNKNOWN RISKS, INCLUDING, WITHOUT LIMITATION, ANY RISK OF BODILY INJURY, ILLNESS, DISABILITY, DEATH, LOSSES, AND/OR PROPERTY DAMAGE ARISING FROM OR RELATED TO MY PRESENCE AT OR PARTICIPATION IN ATHLETIC ACTIVITIES AND SPORTS, INCLUDING, WITHOUT LIMITATION, PARTICIPATING IN SWIMMING, AT THE FACILITIES, EVEN IF SUCH RISKS ARE CAUSED, IN WHOLE OR IN PART, BY THE PAST, PRESENT AND/OR FUTURE NEGLIGENCE, WRONGDOING AND/OR FAULT OF RELEASEES (AS DEFINED BELOW) OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR MY PRESENCE AT OR PARTICIPATION IN ATHLETIC ACTIVITIES OR SPORTS AT THE FACILITIES.**
6. **TO THE FULLEST EXTENT OF THE APPLICABLE LAW, I AGREE TO RELEASE, WAIVE AND DISCHARGE LIABILITY AND COVENANT NOT TO SUE EVO SWIM SCHOOL HOLDCO LLC D/B/A CENTER, AND THEIR RESPECTIVE OWNERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, AFFILIATES, SUBSIDIARIES, DIRECT AND INDIRECT PARENT COMPANIES, SUCCESSORS, INSURERS, ASSIGNS, VENDORS, AND CONTRACTORS (COLLECTIVELY "RELEASEES") FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LAWSUITS IN LAW, EQUITY, CONTRACT OR OTHERWISE, TORTS, DAMAGES, LOSSES, DEMANDS, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES), INJURIES TO PERSON OR PROPERTY, DEATH, ILLNESS, AND/OR DISABILITY, ARISING OUT OF OR RELATED IN ANY WAY TO MY PARTICIPATION IN ATHLETIC ACTIVITIES OR SPORTS, AND/OR PRESENCE AT CENTER'S PROPERTY AND FACILITIES, INCLUDING, WITHOUT LIMITATION, PARTICIPATING IN SWIMMING, WHETHER CAUSED, IN WHOLE OR IN PART, BY THE PAST, PRESENT AND/OR FUTURE SOLE OR CONCURRENT NEGLIGENCE, WRONGDOING, AND/OR FAULT OF THE RELEASEES OR OTHERWISE.**
7. **TO THE FULLEST EXTENT OF THE APPLICABLE LAW, I FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS RELEASEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LAWSUITS IN LAW, EQUITY, CONTRACT OR OTHERWISE, TORTS, DAMAGES, LOSSES, DEMANDS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE**

ATTORNEY'S FEES), INJURY TO PERSON OR PROPERTY, DEATH, ILLNESS, AND/OR DISABILITY ARISING OUT OF OR RELATED IN ANY WAY TO MY ACTIVITIES ON AND/OR PRESENCE AT CENTER'S PROPERTY AND FACILITIES.

8. **I agree that this Agreement is intended to be as broad and inclusive as permitted by the law of the State of Delaware and applicable federal law and that if any portion thereof is held invalid, it is agreed that the remainder of the Agreement shall continue in full legal force and effect. I agree that this Agreement shall be governed by the law of the State of Delaware and applicable federal law, and any claim, lawsuit, cause of action and/or other legal proceeding arising out of or related in any way to this Agreement, my presence at the Facilities, and participating in athletic activities or sports including, without limitation, swimming, shall be exclusively maintained in any court in the State of Delaware and in no other court, and I specifically acknowledge and submit to the personal jurisdiction of said court, and waive any defense of inconvenient forum or improper venue. If any provision hereof violates the public policy of the state where this release is executed then the law and/or forum to be applied shall be the state where the Facilities are located.**

9. **I AGREE TO AND KNOWINGLY WAIVE ANY RIGHT TO TRIAL BY JURY AND AGREE TO SUBMIT ANY CLAIMS, LAWSUITS, CAUSE OF ACTION AND/OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATED IN ANY WAY TO MY OR OUR PRESENCE AT THE FACILITIES AND/OR PARTICIPATION IN ATHLETIC ACTIVITIES AND SPORTS, INCLUDING, WITHOUT LIMITATION, SWIMMING, OR THIS AGREEMENT TO FINAL DETERMINATION BY THE COURT.**

I represent that I have read this Agreement in its entirety and am signing this Agreement freely and voluntarily. I understand this Agreement contains a broad release of all claims in favor of Releasees, an agreement to defend, indemnify and hold harmless Releasees, a forum selection clause and choice of forum clause, and waiver of jury trial, and I am entering into this Agreement with a full appreciation of those substantial rights that I am freely and voluntarily giving up by entering into this Agreement without any inducement, assurance or guarantee being made to me and intend my signature below to signify my acceptance of all of the terms of this Agreement, including, without limitation, a complete and unconditional waiver and release of all liability regarding Releasees to the fullest extent allowed by applicable law.

Parental Consent and Indemnification Agreement for Participants under 18 years: I am the parent and/or legal guardian with legal authority and responsibility for the minor participant listed below. I acknowledge I have read the above and am signing this Release, Waiver of Liability, Assumption of Risk and Indemnification Agreement ("Agreement") freely and voluntarily. I consent and agree to all the terms of the Agreement for myself and for the minor participant identified below. **I FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS RELEASEES FROM ANY LIABILITY, CLAIMS, LAWSUITS, IN LAW, EQUITY, CONTRACT OR OTHERWISE, TORTS, DAMAGES, LOSSES, DEMANDS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES), INJURY TO PERSON OR PROPERTY, DEATH, ILLNESS, AND/OR DISABILITY ARISING OUT OF OR RELATED IN ANY WAY TO THE BELOW LISTED MINOR PARTICIPANT'S ACTIVITIES ON OR PRESENCE AT THE FACILITIES.**

PAYMENT AUTHORIZATION

By providing my credit card information, I hereby authorize Evo Swim School HoldCo, LLC (referred to as "Center") to charge the credit or debit card I provide for charges I incur from using Center's services. My card will be used to complete charges based on services I request from Center, including to pay balances owed, deposits, fees, late fees, and other charges described to me at the time I sign up for services. I further understand that your information may be stored by Center's payment processor for future transactions related to my account and use of services, and I authorize these future and/or recurring transactions to be made unless or until I cancel services, or revoke such authorization. I also agree to inform Center of any changes to my card information so that Center may keep a current form of payment associated with my account.

Once paid, tuition is non refundable. I may withdraw from lessons at any time. **ANY AND ALL REQUESTS TO TAKE A BREAK MUST BE SUBMITTED IN WRITING VIA EMAIL TO office@evoswimschool.com BEFORE THE PAYMENT DEADLINE.** Any unused classes will be carried as a credit on my account for future use. Refunds will not be given for unused tuition. I may re-enroll at any time without any additional fees.

I have read and understand the Payment Policy as posted at <http://www.evoswimschool.com/information>. I authorize Center to charge my listed account for the total account balance per Center's policy as payment becomes due. This agreement will remain in effect until notification is received by Center as stated above.

I further understand that Center does not accept American Express or debit cards of any kind (this includes debit cards that can also be processed as a credit card). I also understand that **any charges collected via Visa, Mastercard, or Discover will have a 2.59% surcharge of the amount due assessed at time of collection.** Customers using E-checks, personal checks, or cash will NOT pay any surcharge amounts. I also understand that **E-checks initiated by Center will appear on my statement as "JACKRABBIT TECHNOLOGIES"**. Credit card charges will appear as "EVO SWIM SCHOOL".

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The parent(s) or natural guardian does hereby represent that he/she is acting in such capacity, and agrees individually and on behalf of the child, to the terms set forth above.

CONSENT TO RECEIVE PROMOTIONAL EMAIL COMMUNICATIONS AND TRANSACTION-RELATED MESSAGES

Evo Swim School HoldCo, LLC (referred to as “Center”) sends promotional communications via email from time to time to individuals, or their parent(s) or guardians, who participate in activities at the Center. You may opt-out of any marketing or promotional email communications you receive from us at any time by using the unsubscribe link or mechanism described in the promotional communication you receive.

I further agree and consent to Center and its affiliates and vendors to make telephone calls or send text messages to the telephone number(s) I provided to Center about my visit to Center for the purpose of completing my transactions with Center including, without limitation, information about reservations and waitlists through use of an automatic telephone dialing system or an artificial or prerecorded voice, and even if the telephone number has been previously listed on a do-not-call registry.

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old) The parent(s) or natural guardian does hereby represent that he/she is acting in such capacity, and agrees individually and on behalf of the child, to the terms set forth above.

NAME, IMAGE AND LIKENESS RELEASE FORM

YOU ARE PRESUMED TO HEREBY CONSENT TO THIS NAME, IMAGE, AND LIKENESS RELEASE FORM. IF YOU DO NOT CONSENT TO THE USING THIS NAME, IMAGE, AND LIKENESS RELEASE FORM, PLEASE EMAIL OUR OFFICE AT OFFICE@EVOSWIMSCHOOL.COM. YOU MAY REVOKE YOUR CONSENT IN YOUR PARENT PORTAL IN THE "COMMENTS" SECTION. YOUR EMAIL / NOTE SPECIFYING YOU REVOKE YOUR CONSENT WILL SUPERSEDE ANY PRIOR CONSENT.

I hereby grant Evo Swim School HoldCo, LLC (referred to as "Center") my permission to use my voice, likeness and/or image, biographical information including name, age, home address, and any photographs, images, or other material(s) including social media posts (the "Materials") taken, created or including me, and provided to the Center by me or other individuals authorized by me, or made on behalf of the Center, without any compensation for any future promotional activity, whether in print, audio, video or other media that may be used in connection with marketing and promoting the Company, and I waive all claims of invasion of privacy, defamation or other violation of personal rights in association therewith. This includes past, future and current promotions and submissions. I hereby authorize the Center to copy, exhibit, publish, distribute, or provide to third parties the Materials for purposes of marketing and promoting the Center's programs and services or for any other lawful purpose. These Materials may be used in printed publications, multimedia presentations, on websites, or in any other distribution media currently in use or developed in the future. I agree that I will make no monetary or other claim against the Center for use of the Materials. I understand and agree that these Materials shall become the property of Center and will not be returned. In addition, I waive any right to inspect or approve the finished product, including written copy, wherein the Materials appear.

I understand and acknowledge that Center and its affiliates, officers, directors, employees, representatives and agents, disclaim any responsibility or liability for any loss incurred by me in connection with my participation in any promotion-related activity. I understand that for the purposes of this Release, "Promotion-Related Activity" shall mean any Name, Image, and Likeness relationship agreed upon and codified in writing, by and between me and the Center. I also acknowledge that Center has not arranged for, and does not carry any insurance of any kind for my benefit in connection with my participation in any promotion-related activity and that I am solely responsible for obtaining and paying for any such insurance coverage.

I hereby hold harmless and release the Center and its owners, direct and indirect parent companies, subsidiaries, members, managers, affiliates, employees, agents, representatives, officers, successors, insurers, assigns, vendors and contractors from all claims, demands and causes of action which I, my heirs, representatives, executors, administrators or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I HAVE READ THIS AUTHORIZATION AND RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND AGREE THAT IF ANY PORTION OF THIS AUTHORIZATION AND RELEASE IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.