

SIXPAX® RAPID RIPPED RESULTS WAIVER/RELEASE AGREEMENT

For and in consideration of Gym Builders, LLC. ("GBS") permitting me to enroll and participate in Rapid Ripped Results program ("RRR"), I hereby agree to the terms and conditions set forth in this Agreement.

I represent that I am fully aware of the potential dangers incidental to engaging in the fitness activities in the RRR and that I will consult with my physician or other health care professional before participating in the RRR.

I hereby voluntarily indemnify, release from liability, and hold harmless GBS's affiliates, and all of their respective officers, licensees, directors, agents and employees (collectively, the "Released Parties") for any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by me arising or resulting directly or indirectly from my participation in the RRR. If I am injured or become ill as a result of participating in the RRR, I agree to assume any financial obligations, either through my personal health insurance, or through some other means, for any medical costs I incur. I understand, acknowledge and agree that the Released Parties assume no responsibility for any medical expenses, injury, illness, or damage suffered by me or someone related to or associated with me in connection with my participation in the RRR. In addition, I acknowledge, understand and agree that there is an inherent risk of exposure to COVID-19 and/or other viruses in any public place where people are present and, accordingly, participating in the RRR could increase the risk that I, or someone related to or associated with me, contracts COVID-19 or another virus.

I hereby acknowledge that participation in the RRR may result in personal injury, illness, permanent disability, or death which may result from the actions, omissions, or negligence of myself and others participating in the RRR. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my immediate or extended family or any other person related or associated with me (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind ("Claims") suffered by me or any other person arising or resulting directly or indirectly from my participation in the RRR.

I hereby release, covenant not to sue, discharge, and hold harmless the Released Parties of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I also voluntarily indemnify, release from liability, and hold harmless the Released Parties for any claims of negligent instruction that may arise from my coaching, marketing or providing SixPax® training sessions.

I EXPRESSLY REPRESENT THAT I AM FULLY AWARE OF THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THE FITNESS ACTIVITIES IN THE RRR, INCLUDING BUT NOT LIMITED TO ANY ACCIDENT, INJURY, ILLNESS, DEATH, LOSS, DAMAGE TO PERSON OR PROPERTY, OR OTHER CONSEQUENCES SUFFERED BY MYSELF ARISING OR RESULTING DIRECTLY OR INDIRECTLY FROM MY PARTICIPATION IN THE RRR. IT IS MY

INTENTION THAT I EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE UPON MYSELF, MY FAMILY, AND ANY OTHER PERSON RELATED OR ASSOCIATED WITH ME, TO THE EXCLUSION OF THE RELEASED PARTIES, AND TO EXEMPT AND RELIEVE THE RELEASED PARTIES FROM LIABILITY FOR ALL CLAIMS INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, ILLNESS, MEDICAL COMPLICATIONS, LOSS, DAMAGE TO PERSON OR PROPERTY, OR DEATH. I EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS IS A RELEASE OF LIABILITY, A WAIVER OF MY LEGAL RIGHT TO COLLECT DAMAGES IN THE EVENT OF INJURY, ILLNESS, MEDICAL COMPLICATIONS, DEATH OR PROPERTY DAMAGE AND A CONTRACT BETWEEN MYSELF AND GBS.

Governing Law: This Agreement is governed by the laws of the State of California, without regard for conflicts of laws principles. The mandatory venue and exclusive jurisdiction for any proceeding to enforce this Agreement are courts located in Los Angeles County, California. **Each party waives any objection or defense based on venue, personal jurisdiction, or that the forum is not convenient. Each party waives its rights to a jury trial.** In the event any action or proceeding is commenced to enforce or interpret this Agreement, then the prevailing party shall be entitled to recover its reasonable attorney's fees, and reasonable costs.