



RELEASE OF LIABILITY AND PARTICIPATION WAIVER

In consideration of my participation or my minor child(ren) in the events, classes, programs, et al offered by pdsF.U.S.I.O.N. INC; and their associates, I, the undersigned Legal Guardian or Participant, agree to assume the risks incidental to such participation (which include, but are not limited to, property damage, bodily injury and death) and on my own behalf and on behalf of my heirs, executors and administrators release and forever discharge pdsF.U.S.I.O.N. INC; and its members, employees, contractors, successors and assigns (the "released parties") of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation in such programs and further agree to indemnify and hold each of the released parties harmless against any and all such liabilities, claims, actions, damages, costs or expenses including, but not limited to, all attorneys' fees and disbursements.

Participant understands and agrees that activities associated with pdsF.U.S.I.O.N. INC; programs may be dangerous in nature and that pdsF.U.S.I.O.N. INC; cannot guarantee the safety of the participant. I understand that this release, indemnity and hold harmless agreement includes any claims based on negligence, action, inaction, or fault of any of the above released parties and covers bodily injury (including death) and property damage related to my participation in the pdsF.U.S.I.O.N. INC; programs, whether suffered by participant or participant family member(s) before, during or after all events. I further agree to follow all rules and regulations established by pdsF.U.S.I.O.N. INC; and that I or my minor child may be dropped from any program at any time if my or my child's conduct so warrants it as determined by pdsF.U.S.I.O.N. INC.

For valuable consideration received, which I hereby acknowledge, I hereby grant pdsF.U.S.I.O.N. INC; its affiliates, subsidiaries or related companies, and its legal representatives, agents, or assigns, the unrestricted right in perpetuity to use and publish my name (or any fictional name) and/or likeness in all forms and media whether photography, film, television, electronic or other tangible medium for editorial, trade or advertising purposes, whether print or packaging and for any other lawful purpose and in any geographical area worldwide; to alter the same without restriction; and to copyright the same. I waive any right to inspect or approve the finished product, including written copy, which may be created in connection with my name or likeness. I hereby release pdsF.U.S.I.O.N. INC; its legal representatives, agents, and assigns, from all claims and liability relating to its reproduction of my name or likeness. Additionally, for program promotion purposes, photographs, videotaping, and interviews may be conducted by the media or other entities. I agree to allow the release of any photographs, videotaping, or interviews in print or electronic form of or by myself or my child at a pdsF.U.S.I.O.N. INC sponsored activities. This release is the entire agreement between the undersigned and pdsF.U.S.I.O.N. INC and the terms of this release create a contract.

DECLARATION OF AUTHORIZATION FOR MEDICAL TREATMENT:

I declare that I am in good physical condition and do not suffer from any disability that would prevent or limit my participation in any program or event conducted with pdsF.U.S.I.O.N. INC. I understand that my providing of emergency contact information in no way obligates pdsF.U.S.I.O.N.; INC to contact that individual or seek consent to provide medical help or treatment. I further authorize medical treatment for myself, at my cost, if the need arises. I acknowledge that pdsF.U.S.I.O.N. INC is not a medical professional and is without expertise to diagnose medical conditions or impairments. I agree to disclose to Executive Director any injury, condition, or impairment promptly and fully which may have a negative effect on me, or which may impact my ability to participate in the program. I certify that I am physically capable of participating in an aquatic, strength, flexibility, and aerobic training exercise program(s) and using the equipment associated with such training.

I also understand that I should and am urged by pdsF.U.S.I.O.N.; INC to obtain adequate health and accident insurance to cover any personal injury to myself which may occur. I understand that any exercise program, whether requiring the use of exercise equipment, is a potentially hazardous activity involves a risk of injury, including abnormal changes in blood pressure, fainting,



and a remote risk of heart attack, stroke, other serious disability, or death. I am voluntarily participating in these activities with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept all risks of injury, regardless of severity, or death. I understand that an examination by a physician should be obtained by anyone prior to commencing a fitness, nutrition, exercise program or any combination of these activities. If I have chosen not to obtain a physician's consent prior to beginning this fitness or nutrition program, I hereby expressly acknowledge that I am doing so solely at my own risk. It is my express intent that this Agreement binds the members of my family (including, but not limited to, any spouse and children), so that it will be deemed as a full release, waiver, discharge, and covenant not to sue by my relatives and my estate.

The language of all parts of this release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This release is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This release supersedes any earlier written or oral understandings or agreements between the parties.

PRIVACY STATEMENT

I understand that pdsF.U.S.I.O.N. INC is committed to preserving my privacy, but that they may need to disclose my personal information when required by law. pdsF.U.S.I.O.N. INC will not sell my name or other private information to third parties. They will only share my information with its partners to provide the product, service, or specific promotional materials I request and will only use my information as permitted by the intellectual property license provided by me above.

CONSENT & DECLARATION

I declare that I have read, understand, and agree to the contents of this Agreement in its entirety. I understand that this Agreement is intended to be as broad and inclusive as permitted by the State of Wisconsin and agree that if any portion is held invalid, the remainder will continue in full force and effect. I understand that I am giving up substantial rights – including my right to sue. I know, understand, and appreciate these and other risks that are inherent in these types of activities. I expressly agree and assert that my participation in these programs is voluntary. I knowingly assume all risks and elect to proceed with the participating in the programs despite all the risks. I acknowledge that I am signing this document freely and voluntarily and intend, by my signature, the complete and unconditional release of all liability to the greatest extent allowed by law.

PRINTED NAME OF PARTICIPANT:

DATE:

SIGNED NAME OF PARTICIPANT:

EMERGENCY CONTACT NAME/ADDRESS/PHONE:

PDSF.U.S.I.O.N. REPRESENTATIVE NAME/SIGNATURE/DATE:

Stephanie Pereira da Silva, Executive Director

