



PARTICIPANT RELEASE & LIABILITY WAIVER

<u>Full Name:</u>	
<u>Mobile Phone:</u>	
<u>E-Mail Address:</u>	
<u>How did you hear about us?</u>	

The undersigned (“**Participant**”) desires to participate in an event (the “**Event**”) which may be sponsored or controlled by ALLtrand, Inc. dba AllCore360° and/or its affiliates, assignees, or licensees (individually and collectively, the “**Company**”), which Event involves the use of the Company’s AllCore360° device (“**Device**”). The Event may occur at a facility owned or leased by the Company (the “**Facility**”). As consideration and as a condition for the Company’s (i) grant of access to the Facility to participate in the Event and to use the Device, Participant, by his or her execution of this Participant Release & Waiver (this “**Release**”), agrees as follows:

1. Participant acknowledges and agrees that the Event involves the use of the Device and involves physical activity. Participant understands and acknowledges that physical exercise can be strenuous and may subject Participant to serious injury. Participant acknowledges that he or she has not been advised by a medical professional to avoid physical activity or exercise. To the extent that Participant has not discussed his or her participation in the Event or use of the Device with a medical professional, the Company recommends Participant to obtain a physical examination from Participant’s physician before commencing with any activity incident or related to the Event and the Device.

2. **Participant understands and acknowledges that his or her participation in the Event and use of the Device is completely voluntary and at his or her own risk**, and that none of Company or its respective affiliates, officers, shareholders, directors, agents, employees, contractors, personal representatives and assigns, and anyone acting on their behalf (individually, a “**Released Party**” and collectively, the “**Released Parties**”) is requiring Participant to participate in the Event, to use the Device, or to undertake any related activity. Participant also understands and acknowledges that she/he engages in the Event and any related activity at her/his own risk and that Participant’s participation in the Event and any related activity may expose her/him to certain known, unknown and unanticipated hazards, risks and dangers associated, including, but not limited to, personal injury, illness and loss or damage to personal property, and Participant specifically assumes any and all such risks. The Released Parties have not made, and do not make any warranties or representations with respect to the Facility or the Device or the condition thereof. Participant agrees to follow all rules established by Company while participating in the Event, as such rules exist and may be amended from time to time.

3. Participant understands and acknowledges that Company may, or may not, have the medical staff or resources available to store or administer prescription or non-prescription medications for Participant or to otherwise treat any medical condition (known or unknown) of Participant during Participant’s participation in an Event or use of the Device. Participant hereby authorizes Company to obtain or administer medical care or treatment deemed necessary if Participant suffers any injury, illness or other medical condition while she/he is participating in the Event and any related activity at the Facility.

4. **Participant hereby waives, releases, agrees to hold harmless, and forever discharges Company and each and every Released Party from any and all liability, claim, demand or action for personal injury (including death), illness, accident, property damage or any other loss, damage, injury, judgment, cost or expense resulting directly or indirectly from (i) Participant’s participation in the Event or use of the Device, whether at the Facility or at any other location; (ii) any act or failure to act, including, but not limited to, negligence, by or on the part of the Released Parties, which may in any way arise out of Participants participation in the Event or use of the Device; (iii) Participant’s presence in the Facility for the purpose of the Event or to use the Device, or traveling through the Facility to or from any activity related or incident to the Event; (iv) any rendering of medical care to Participant by a Released Party, by any other participant, or by any agent of a Released Party or another participant; or (v) any and all other activity incident or related to the Facility, the Event, or the Device, or any of the foregoing matters. Nothing in this Release is intended to exculpate Company or any Released Party from any willful or wanton conduct.**



5. I understand that I may be photographed or videotaped while participating in the Event or using the Device, and I agree that the Company may use my photo, video, or film likeness to be used for any legitimate purpose by the Company or its assigns, including, without limitation, online or print advertising, social media postings, or the like.

Participant, acknowledges that he or she has carefully read this *Participant Release and Waiver*, fully understands that it is a **release of liability**, agrees that the pricing of the Event and the use of Device has been established in direct reliance upon the agreements of Participant reflected in this document, it is intended to be construed as broadly as possible to provide a release and waiver to the maximum extent under applicable law, and accepts and specifically agrees to its terms evidenced by Participant's execution of this Release as of the date or dates below indicated. This Participant Release and Waiver is subject to and shall be governed by the laws of the State of Georgia

Participant:

Parent/Guardian Signature:
[if Participant is under 18]

Signed: _____

Signed: _____

Name: _____

Name: _____

Date: _____

Date: _____

PARTICIPANT FITNESS CERTIFICATION

Has a physician ever advised you that it is unsafe for you to exercise?
Have you had a spinal fusion surgery?
 Has it been within the past 6 weeks?
Do you have stitches in?
 Has your surgeon approved you to do spinal exercises/rehab?
Has a physician ever specifically diagnosed you with instability in your spine?
Has a physician ever diagnosed you with aortic stenosis or a saddle embolus?
Has a physician ever diagnosed you with dementia?
Do you ever require supplemental oxygen to perform your daily activities?
Do you have a hernia or diastasis recti?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

I certify that this information is accurate to the best of my knowledge as of the undersigned date.

Signed: _____

Name: _____

Date: _____