WAIVER, RELEASE, AND PUBLICITY AGREEMENT

Pernetti Sports Performance & Nutrition · Performance Project · Blueprint Athletics

This document contains two agreements: **Part 1 — Liability Waiver and Release** and **Part 2 — Publicity Waiver and Release**. By checking the acknowledgment box and submitting the form on this website, I confirm that I have read, understand, and agree to be bound by both Parts in their entirety, and that my electronic acknowledgment has the same legal force and effect as a handwritten signature.

PART 1 — LIABILITY WAIVER AND RELEASE

I understand that this Release and Waiver of Liability ("Release") governs all rights and liabilities directly or indirectly arising out of or related to any "Services," as that term is defined below. I have read, understand, and agree to be bound by the Terms and Provisions below.

Definitions

"Services" shall mean any and all manner of goods and services offered by Sports Prospects Networking, LLC ("SPN") or any other Released Party to you. These services, which may take the form of training, treatment, consulting, and other services, expressly including but not limited to: evaluations; rehabilitation; reconditioning; performance planning; performance training (e.g., strength and conditioning training, speed and quickness training, and plyometric training); recovery, sports nutrition consultation, supplement and nutrition provision, injury reduction and treatment, technical and tactical instruction, performance enhancement, and any consultation related to any item.

"Training" shall mean any act, omission, or other activity required of you or carried out by you in relation to the Services. This term shall not be limited, in any way, with respect to any location, site or facility at which any activities related to the Services takes place.

"Released Parties" James Pernetti, Marissa Pernetti, Sports Prospects Networking, LLC (SPN), Pernetti Sports Performance & Nutrition, Performance Project, and Blueprint Athletics, and each of their respective affiliates, subsidiaries, partners, members, managers, shareholders, officers, directors, agents, employees, insurers, heirs, agents, successors, and assigns.

Terms and Provisions

The risk of injury from participation in sporting events and other strenuous physical activity, including Training or Services, as well as the contraction of COVID-19 and other infectious diseases, is significant, including the potential for permanent paralysis, other serious injury, and/or death. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS** of participation in Training or Services, including, without limitation, risk arising from or relating in any way to the condition of the facilities, equipment, fields, and surrounding premises, the actions of persons other than myself, my own actions, and travel to and from the Training or Services (including, but not limited to, travel services provided by any Released Parties or in any vehicle owned, operated, or associated with any Released Parties). **I UNDERSTAND THAT THE RELEASED PARTIES MAKE NO WARRANTIES (WHETHER EXPRESS OR IMPLIED)** and shall in no event be responsible or liable for the defective or dangerous condition of the facilities, equipment, fields, and surrounding premises, except to the extent such condition(s) result(s) solely from the gross negligence or intentional acts of any Released Parties.

I AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE for any losses, claims, demands, injuries, illnesses, damages, actions, lawsuits, judgments, fines, penalties, liabilities, costs, expenses (including, without limitation attorneys' and accountants' fees and costs and court costs, whether or not in connection with litigation), or causes of action (collectively, "Damages") that arise in whole or in part due to the simple negligence of any of the Released Parties. **FURTHERMORE, I FOREVER RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS,** the Released Parties from and in relation to all Damages that arise from or relate in any way to my participation in the Training or Services, other than Damages that arise solely from the gross negligence or intentional acts of any Released Parties. **I FURTHER WARRANT AND CERTIFY** that I have no health conditions or defects that would prevent me from participating safely in the Training or Services, that I have taken every reasonable act necessary to make this warranty and certification in relation to such participation, and that I am otherwise sufficiently fit and healthy to so participate.

I WARRANT AND UNDERSTAND that it is my sole and personal responsibility to obtain insurance to compensate for any and all Damages which might arise from my participation in the Training or Services, and furthermore agree to look solely to such insurance to cover such Damages, regardless of fault, and waive all rights of subrogation on behalf of any and all Released Parties which may now or ever exist as a result of such insurance.

I agree that I will be solely responsible for any Damages I, my guests, agents or invitees cause, including but not limited to any equipment or personnel and any hotel property or personnel, and will indemnify and defend SPN and Released Parties in connection with any Damages and other obligations directly or indirectly arising out of or related to any act or omission by me, my guests, agents or invitees.

IN ANY CASE, THE CUMULATIVE LIABILITY OF ALL RELEASED PARTIES RELATING TO ANY SERVICES OR TRAINING PROVIDED AND THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY ME TO ANY OF THE RELEASED PARTIES DURING THE PERIOD THAT IS ONE (1) YEAR PRIOR TO THE DATE OF THE CAUSE OF ACTION BETWEEN THE LITIGANTS, MINUS ANY AMOUNTS PREVIOUSLY PAID BY ANY OF THE RELEASED PARTIES FOR ANY PRIOR LIABILITY. THE RELEASED PARTIES' LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL AMOUNTS PAID TO ANY RELEASED PARTIES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT AND APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE (WHETHER IN TORT, CONTRACT OR OTHERWISE). I RELEASE THE RELEASED PARTIES FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THE LIMITATION.

If any provision of this Release shall be adjudged illegal, invalid or unenforceable, the balance of the Release shall remain in full force and effect. This Release shall be construed and governed under the laws of the State of Texas, without regard to its conflict of laws principles. Any action or lawsuit arising out of or related to Training, Services, and/or this Release shall be exclusively brought in the state or federal courts located in Dallas County, Texas, and I consent to the personal jurisdiction of such courts and waive any objection to venue in such courts.

I have read this Release, fully understand its terms, understand that I have given up substantial rights by acknowledging and accepting it, and accept it freely and voluntarily. I acknowledge that I have received valuable consideration in relation to my acceptance of this Release, which I understand to be a prerequisite to my receipt of Services. Finally, I understand that this Release shall be of full force and effect as to any and all Services and Training I receive from the Released Parties, without regard to the date or timing of such Services or Training.

PART 2 — PUBLICITY WAIVER AND RELEASE

Sports Prospects Networking, LLC ("SPN"), d/b/a Pernetti Sports Performance & Nutrition, d/b/a Performance Project, and d/b/a Blueprint Athletics, together with James Pernetti and Marissa Pernetti, and its and their affiliates, representatives, licensees, successors and assigns (collectively, the "Company"), desires to use and publicize the name, likeness, and other personal characteristics and private information of the undersigned ("I," "me," or "my") for advertising, promotion, and other commercial and business purposes. In exchange for the intangible value I will gain by participating in Company's publicity programs and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I voluntarily give Company my permission for such use and publicity for such purposes, according to the terms and conditions set forth in this Publicity Waiver and Release (the "Agreement").

I hereby irrevocably permit, authorize, grant, and license Company and its respective licensees, advertising agencies, promotion agencies, and fulfillment agencies, and the employees, officers, directors, and agents of each and all of them (collectively, the "Authorized Persons"), the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use my right of publicity and privacy in and to my name, image, likeness, appearance, persona, voice, professional and personal biographical information, signature, and other personal characteristics and private information, and all materials created by or on behalf of Company that incorporate any of the foregoing (collectively, the "Materials") in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created, including but not limited to, in and on print publications, television and radio broadcasts, display, point-of-sale, and other advertising and promotional materials, press releases, the internet and other digital transmission or delivery methods, mobile applications, on any platform and for any purpose, including but not limited to advertising, public relations, publicity, packaging, and promotion of Company and its affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to me.

Company shall be the exclusive owner of all rights, including copyright, in the Materials. I hereby irrevocably transfer, assign, and otherwise convey to Company my entire right, title, and interest, if any, in and to the Materials and all copyrights and other intellectual property rights in the Materials arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such copyrights against infringers. I acknowledge and agree that I have no right to review or approve Materials before they are used by Company, and that Company has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from Company's editing, alteration, or use of the Materials, or Company's presentation of me. Any credit or other acknowledgment of me, if any, shall be determined by Company in Company's sole discretion. Company has no obligation to create or use the Materials or to exercise any rights given by this Agreement.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, the "Claims"), arising directly or indirectly from the Authorized Persons' exercise of their rights under this Agreement or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials, and I hereby covenant not to make or bring any such Claims against any Authorized Persons and forever release and discharge the Authorized Persons from liability under such Claims. I understand that Company is relying on this Agreement and will incur significant expense in reliance on this Agreement, and I agree that this Agreement cannot be terminated, rescinded, or modified, in whole or in part.

I represent and warrant to Company that I am at least eighteen (18) years of age (or if not, that my legal guardian will acknowledge and accept this Agreement on my behalf), and I have full right, power, and authority to enter into this Agreement and grant the rights hereunder. I further represent and warrant to Company that I will provide only true and correct statements and other information in connection with this Agreement, and the Authorized Persons' use of the Materials and the rights and license granted hereunder do not, and will not, violate any right (including without limitation copyright, trademark, trade secret, right to privacy, or right of publicity) of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from, or any payment to, any third party is required in connection herewith. I agree to indemnify and hold harmless the Authorized Persons

from and against all Claims by third parties resulting from my breach or alleged breach of this Agreement or any of the foregoing representations and warranties.

This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. I have not relied on any statement, representation, warranty, or agreement of Company or of any other person on Company's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Company may assign this Agreement and its rights hereunder, in whole or in part, to any party. This Agreement is binding on and inures to my benefit and the benefit of Company and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction). Any controversy, dispute or claim arising out of or relating to this Agreement, or any breach thereof, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association then in effect and judgment upon such award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and the parties hereto consent to the jurisdiction of the federal and state courts located in Texas for this purpose. The arbitration shall be held by a single arbitrator in the Dallas, Texas area. Parties shall bear their own attorneys' fees and costs, though the prevailing party may seek its reasonable outside attorneys' fees expended.

ACKNOWLEDGMENT

BY CHECKING THE ACKNOWLEDGMENT BOX AND SUBMITTING THE FORM ON THIS WEBSITE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF PART 1 AND PART 2 OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING, WITHOUT LIMITATION, MY RIGHT TO SUE THE COMPANY AND THE RELEASED PARTIES. I AGREE THAT MY ELECTRONIC ACKNOWLEDGMENT CONSTITUTES MY LEGAL SIGNATURE AND ACCEPTANCE OF THIS AGREEMENT.

If the participant is under 18 years of age: By completing the acknowledgment on behalf of a minor, I represent and warrant that I am the parent or legal guardian of the minor participant. I acknowledge that I have read the foregoing Agreement and am familiar with each and all of the terms contained therein, I am satisfied that the Agreement is fair and equitable, and I hereby give my express consent to its acceptance on behalf of my child/ward and will not revoke my consent at any time. I hereby fully and unconditionally guarantee the performance of my child's/ward's obligations and the grant of rights in and to the results and proceeds of my child's/ward's activities as set forth above.