

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS.

This RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT (this "*Agreement*") is entered into as of this _____, 2017, by and between, D&H Granson LLC, d/b/a G10 Academy located at _____ (the "*Academy*") and _____ ("*Athlete*").

The Academy is a training facility designed for young athletes to reach new levels of speed, endurance and strength.

Athlete desires to train at the Academy.

Therefore, the Academy and Athlete agree as follows:

In consideration for being permitted to participate, train and/or compete in track and field and participate in any other type of activities (collectively, "Training") at the Academy or at any other facilities or places made available in connection with training at the Academy, the undersigned hereby acknowledges and agrees as follows:

1. Informed Consent/Assumption of Risk: I warrant that I am in good physical and emotional health and that I am prepared and able to participate physically and emotionally in the Training. I understand that as a result of my participation in the Training, which includes strenuous athletic activity, there is substantial risk of injury, and I could suffer personal bodily injury, emotional injury, and/or death. By way of example only, such injuries include but are not limited to, those caused by terrain, facilities, equipment, temperature, weather, lack of hydration, condition of athletes, thrown objects, vehicular traffic, actions of people other than me, including, but not limited to, other participants in training and competitions, trainers, coaches, volunteers, and spectators. I freely accept and knowingly and voluntarily assume that risk.

I agree that an examination by a physician should be obtained by all individuals prior to participating in track and field training or any type of athletic training program. If I have chosen not to obtain a physician's permission prior to participating in the Training, I hereby agree that I am doing so at my own risk. I also agree to consult my physician if I become pregnant or if any illness, injury, discomfort, or other health problem or condition arises that may affect my ability to participate in the Training. If I do not obtain my physician's approval to continue with the Training, I agree that I am doing so at my own risk. In addition, I acknowledge that (a) the Training and any other programs and services offered by the Academy and any health risk appraisal provided by the Academy are not substitutes for regular medical checkups, proper diet, or other activities related to good health maintenance, and (b) the services offered by the Academy are not those of a physician or medical treatment facility and should not be used as a substitute for those services.

I acknowledge that I have a continuing responsibility to advise the Academy and my trainers of any injury or any other medical conditions that may arise throughout my Training at the Academy.

I understand and agree that I have the option at any time to not participate in or discontinue any activity at my own discretion, for any reason, including, without limitation, fatigue or any other physical discomfort, and any unsafe or perceived unsafe condition (including, without limitation, relating to premises, facilities, equipment, location, weather and instruction). I agree that if, at any time, I feel conditions are

unsafe, I will stop participating until I believe the conditions are safe. I agree that I will stop using any equipment that I believe is not functioning properly until such time, if any, that it is functioning properly.

I UNDERSTAND THAT MY PARTICIPATION IN THE TRAINING INVOLVES THE RISK OF INJURY OR DEATH AND THAT MY PARTICIPATION IS ENTIRELY VOLUNTARY. I AM VOLUNTARILY PARTICIPATING IN THE TRAINING WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ASSUME ANY AND ALL RISKS OF INJURY AND / OR DEATH.

2. Waiver, Release of Liability and Indemnification: I agree, on behalf of myself, my heirs, executors, administrators, personal representatives and assigns, to hold harmless, release, discharge, indemnify and defend each of the Releasees (as defined below), from any and all liability, claims, judgments, demands, damages, actions and causes of action whatsoever, arising out of, in connection with, or relating to, any loss, damage or injury, including death, that I may sustain relating in any way to (a) my participation in the Training or any other services provided by or on behalf of the Academy, (b) my use of any premises, facilities (by way of example only, whether indoor or outdoor, tracks and fields, gyms, health clubs, pools, athletic courts, arenas and stadiums) and equipment in connection with the Training or any other services provided by or on behalf of the Academy, or (c) any travel before, during or after my participation in any of the Training or any other services provided by or on behalf of the Academy. This Waiver, Release of Liability and Indemnification includes, without limitation, any injuries and/or damages caused by equipment malfunction or failure, any slip or fall, and any negligence (including, without limitation, any negligent instruction or supervision) by any of the Releasees. I expressly agree that this Waiver, Release of Liability and Indemnification is intended to be as broad and inclusive as permitted by the laws of the State of Texas.

"Releasees" is defined as D&H Granson, LLC, and each of it's respective members, officers, directors, administrators, employees, trainers, staff, volunteers, instructors, agents, servants, contractors, subcontractors, affiliates, representatives and assigns (including, without limitation, David Granson in an individual capacity), as well as the owners, tenants and operators of facilities, athletic events and competitions.

I HAVE CAREFULLY READ THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AND FULLY UNDERSTAND ITS CONTENTS. I HAVE HAD AN OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY OTHERS, INCLUDING AN ATTORNEY. MY INITIALS REPRESENT THAT I EITHER HAD THE AGREEMENT REVIEWED AND APPROVED AS WRITTEN OR I KNOWINGLY AND INTENTIONALLY ELECTED NOT TO HAVE IT REVIEWED. I AM AWARE THAT THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION IS A PART OF A CONTRACT BETWEEN THE ACADEMY AND ME. I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL.

Training or any other services provided by or on behalf of the Academy, or (c) any travel before, during or after my participation in any of the Training or any other services provided by or on behalf of the Academy. This Waiver, Release of Liability and Indemnification includes, without limitation, any injuries and/or damages caused by equipment malfunction or failure, any slip or fall, and any negligence (including, without limitation, any negligent instruction or supervision) by any of the Releasees. I expressly agree that this Waiver, Release of Liability and Indemnification is intended to be as broad and inclusive as permitted by the laws of the State of Texas.

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subcontractors, affiliates, representatives and assigns (including, without limitation, David Granson in an individual capacity), as well as the owners, tenants and operators of facilities, athletic events and competitions.

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3. Recordings; Use in Promotions: I agree that the Academy may make recordings of me (including, without limitation, photographs, video and voice recordings), and I hereby grant to the Academy and its agents and representatives the perpetual, royalty-free, irrevocable right and license to use such recordings and my name, voice, likeness and biographical information (including, without limitation, my height, weight, personal records, accomplishments in athletic events and results in connection with my training at the Academy) for advertising and promoting the Academy and its services, worldwide, in any media (including, without limitation, print, digital, internet and social media). I understand that there will be no form of compensation given to me for the use of the recordings (or my name, voice, likeness or biographical information) now or in the future, and I hereby release the Academy and its agents and representatives from any and all claims associated with such recordings (or my name, voice, likeness or biographical information), including, without limitation, any commercial, publicity and privacy rights I may have.

4. Headings For Convenience Only: The headings used in this Agreement are for convenience only. The headings do not purport to define, limit, or extend the scope or intent of the language of the sections and the paragraphs to which they pertain.

5. Severability: In the event that one or more of the words, phrases, sentences, clauses, sections, subdivisions or subparagraphs contained in this Agreement shall be held invalid, this Agreement shall be construed as if such invalid portion had not been inserted. In the event that any invalid language is severed under this paragraph, the severed language shall be comprised of the smallest unit possible such that the severance of the unit results in a valid provision (for example, a single item in a list will be severed rather than the entire list, a clause will be severed rather than the entire sentence, etc.).

6. Choice of Law; Venue; Personal Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and wholly performed therein, without regard to principles of conflicts of law. Any dispute arising out of, in connection with, or relating to this Agreement or the subject matter hereof, shall be exclusively brought, if at all, only in the courts located in Dallas, Texas. The parties hereby agree and consent to the exclusive jurisdiction and venue of any state or federal court located in Dallas, Texas, and hereby waive and release now and forever any defense to that assertion of jurisdiction, including lack of personal jurisdiction and forum non-conveniens.

BY SIGNING BELOW, I ACKNOWLEDGE (A) RECEIPT OF A COPY OF THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS, (B) I HAVE READ THIS AGREEMENT, BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS, CONSIDERED ITS EFFECTS, AND UNDERSTAND ITS CONTENTS, (C) I HAVE HAD AN OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY OTHERS, INCLUDING AN ATTORNEY, AND (D) MY SIGNATURE BELOW REPRESENTS THAT I EITHER HAD THE AGREEMENT REVIEWED AND APPROVED AS WRITTEN OR I KNOWINGLY AND INTENTIONALLY ELECTED NOT TO HAVE IT REVIEWED.

Signature of Participant: _____ Date Signed: _____

Participant's Full Name (Printed): _____

Participant's Date of Birth: _____

additional signature required if Participant is not yet 18 years of age:

Signature of Legal Parent/Legal Guardian on behalf of Participant: _____

Date Signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF SIGNING THIS AGREEMENT)

This is to certify that, as legal parent/legal guardian with legal responsibility for the minor participant referenced above (the "Minor"):

(1) I do consent and agree to the Minor's entering into this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT;

(2) I have carefully read and understand this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT and have signed it above on behalf of the Minor and hold harmless, release, discharge, indemnify and defend each of the Releasees, from any and all liability, claims, judgments, demands, damages, actions and causes of action whatsoever, arising out of, in connection with, or relating to, any loss, damage or injury, including death, that the Minor may sustain relating in any way to (a) the Minor's participation in the Training or any other services provided by or on behalf of the Academy, (b) the Minor's use of any premises, facilities (by way of example only, whether indoor or outdoor, tracks and fields, gyms, health clubs, pools, athletic courts, arenas and stadiums) and equipment in connection with the Training or any other services provided by or on behalf of the Academy, or (c) any travel before, during or after the Minor's participation in any of the Training or any other services provided by or on behalf of the Academy. This paragraph's waiver, release of liability and indemnification includes, without limitation, any injuries and/or damages caused by equipment malfunction or failure, any slip or fall, and any negligence (including, without limitation, any negligent instruction or supervision) by any of the Releasees. I expressly agree that this waiver, release of liability and indemnification is intended to be as broad and inclusive as permitted by the laws of the State of Texas.

Signature of Legal Parent/Legal Guardian: _____ Date Signed: _____

Legal Parent/Legal Guardian's Name (Printed): _____