

Release and Waiver of Liability Agreement

WHEREAS, Active Kids & Minds Inc. ("AKM") is the operator of the website located at <https://activekids.org/> ("Website" or "Websites" or "Site") and is willing to permit the individuals signing this Agreement to access the website and download and use the content on the Site (the "Content"), upon the terms and conditions of this Agreement.

In consideration for being provided the ability to access the Site and use the content, I hereby stipulates and agree to the following:

1. Assumption of Risk. I understand and acknowledge that the Content consists of sports activity and physical exercise curricula (the "Activity") and related materials. I agree and acknowledge that my participation, or any that of any other person (a "Participant), in the Activity described, illustrated or set forth in the Content may be dangerous and may involve the risk that I or other Participants will sustain serious injury, temporary or permanent disability, death, and/or property damage. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF THE CONTENT AND PARTICIPATION IN ACTIVITY DESCRIBED, ILLUSTRATED OR SET FORTH IN THE CONTENT , INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY NEGLIGENCE OF AKM. IN THE EVENT THAT I USE THE CONTENT TO CONDUCT ACTIVITY FOR A MINOR FOR WHICH I AM A PARENT, GUARDIAN OR LEGAL REPRESENTATIVE, I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO SUCH MINOR PARTICIPANT'S PARTICIPATION IN ACTIVITY.

2. Release from Liability. I hereby agree, on behalf of myself, my heirs and my personal representatives, as well as on behalf of all minors for which I am a parent, guardian or legal representative (each a "Minor"), to fully and forever discharge and release AKM and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives ("Released Parties") from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my or a Minor's use of the Content and participation in the Activity, whether caused by the negligence of AKM or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability for a Potentially Dangerous Activity is intended to be, and is, a complete release, as much as allowed by law, of any responsibility of the Released Parties for all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me or a Minor while participating in the Activity.

3. Covenant Not to Sue. I agree, for myself and all my heirs and Minors, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while using the Content or participating in the Activity.

4. Indemnification. I hereby agree to defend, indemnify and hold harmless AKM and the Released Parties from and against any third-party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of (i) my or a Minor's use of the Content, (ii) my or a Minor's participation in any Activity, (iii) the use of the Content by any third parties to whom I have shared or disclosed the Content; or (iv) the participation in any Activity by any third parties which I have allowed, arranged, coordinated, facilitated or organized.

5. No Representations by AKM. I acknowledge that AKM makes no representation as to the accuracy or suitability of the Content or the safety of the Activity I accept and shall use the Content, in its "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by AKM or AKM's

employees, agents, sponsors, or representatives regarding this agreement or the Content or Activity, except to the extent such representations are expressly set forth in this agreement.

6. Governing Law and Venue. This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of Massachusetts, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in any state or federal court located in Suffolk County, MA.

7. Waiver. No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

8. Survival. Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.

9. Compliance with Laws. In the performance of the terms of this Release and Waiver of Liability agreement and use of the Content, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.

10. Severability. If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

11. Entire Agreement; Modification; Binding Effect. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS AND THAT I UNDERSTAND I AND MY MINOR(S) ARE GIVING UP SIGNIFICANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE AKM. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I AGREE TO THE TERMS OF THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT VOLUNTARILY ON MY BEHALF AND THAT OF MY MINORS AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.