

PUBLICITY WAIVER AND RELEASE

Eager To Motivate Fitness LLC (the “**Company**”) may desire to use and publicize the name, likeness, appearance, and/or other personal characteristics of the individual reading this Agreement (“**you**” and variants thereof) for advertising, promotion, and other commercial and business purposes. In exchange for the intangible value you will gain by participating in Company’s publicity programs and for other good and valuable consideration, the receipt and sufficiency of which you hereby acknowledge, you 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 (“**Agreement**”).

You understand, acknowledge, and agree that by submitting your image, likeness, and/or appearance to the Company, whether by, through, or in connection with the Company’s website, social media platforms and/or outlets, or otherwise, you accept and agree to be bound by this Agreement, and you agree that in the event you submit such items on behalf of your minor/ward, your minor/ward shall be bound by this Agreement as well.

THIS AGREEMENT PROVIDES COMPANY WITH YOUR ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING COMPANY TO PUBLICIZE AND COMMERCIALY EXPLOIT YOUR NAME, IMAGE, LIKENESS, AND/OR APPEARANCE AS SET OUT ABOVE. BY SUBMITTING YOUR IMAGE, LIKENESS, AND/OR APPEARANCE TO THE COMPANY, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT YOUR ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE COMPANY.

You hereby irrevocably permit, authorize, grant, and license Company and its affiliates, successors, and assigns, their respective licensees, and their employees, officers, directors, owners, and agents (“**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 your name, image, likeness, and appearance and all materials created by or on behalf of Company that incorporate any of the foregoing (“**Materials**”) in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created, and for any purpose, without further consent from or royalty, payment, or other compensation to you.

Company shall be the sole and exclusive owner of all rights, including copyright, in the Materials. you hereby irrevocably transfer, assign, and otherwise convey to Company your 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.

To the fullest extent permitted by applicable law, you hereby knowingly and voluntarily 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, “**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 whether resulting in whole or in part from the negligent or more culpable acts or omissions of Company or any other person, and you hereby covenant not to make or bring any such Claim against any Authorized Persons and forever release, relinquish, discharge, and hold harmless the Authorized Persons from liability under such Claims. You understand that Company is relying on this Agreement and will incur significant expense in reliance on this Agreement, and you agree that this Agreement cannot be terminated, rescinded, or modified, in whole or in part.

You represent and warrant to Company that you are at least the greater of eighteen (18) years of age or the age of majority in the jurisdiction in which you reside and you have full right, power, and authority to enter into this Agreement and grant the rights hereunder. You further represent and warrant to Company that you 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. You agree to defend, indemnify, and hold harmless the Authorized Persons from and against all Claims by third parties resulting from your 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 other contemporaneous agreements, both written and oral, with respect to such subject matter. 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 your 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 North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts having jurisdiction and venue in Charlotte, Mecklenburg County, North Carolina, and you hereby irrevocably consent to the sole and exclusive jurisdiction and venue of such courts and irrevocably waive any and all defenses thereto, including but not limited to, lack of personal jurisdiction and forum *non conveniens*.