

## **Release of Liability and Publicity Waiver**

The individual named below (referred to as "I" or "me") desires to participate in this in-person retreat and gathering called "Business Booming Intensive with Cassie" (the "Activity") from December 6, 2018 to December 9, 2019 in San Diego, California, and provided by Redefined Weight Loss, LLC, a Minnesota, Limited Liability Corporation with a location at 2751 Hennepin Ave S, #132, Minneapolis, MN 55408 (the "Company"). As lawful consideration for being permitted by the Company to participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this "Agreement"). Further, I give the Company my permission for such use and publicity for such purposes, according to the terms and conditions set forth in this Agreement.

Assumption of Risk. During the Activity, I may (at my sole option) participate in one or more indoor and outdoor activities that involve hiking, walking or other physical activities. My choice to participate in the such activities is knowing and voluntary. I understand that participation in the Activity involves inherent risks and dangers or accidents, rescue operations, emergency treatment, property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses. These may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities, equipment or vehicles. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and have considered the risks involved, and voluntarily and freely choose to assume these risks and waive any claims against the Company relating thereto.

Release from Liability. I acknowledge & agree that the food, lodging & other facilities are not under the care custody or control of the Company, and I fully and forever release and discharge the Company and its respective officers, directors, agents, contractors, employees, coaches/instructors, trainers, volunteers, members and representatives, and all others involved in the Activity from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in the Activity, even if it is due to the negligence, injudicious act, omission or other fault of the Company.

Indemnification. I agree to indemnify and hold harmless the Company, its officers and directors, employees and its affiliates and their respective successors and assigns and each other person, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or failure by me to comply with any covenant or agreement made by me herein or in connection with the Activity.

All opinions and claims are our own based on Cassie's own research and knowledge, and that of The Company. Any opinions and claims made should not be construed as medical advice. No information provided by The Company or associates should be construed as a claim or representation that our services are intended for any use in the diagnosis, cure, mitigation, treatment or prevention of any conditions of a medical nature. Cassie is not acting as your doctor. Attending her event or participating in her fitness programs does not constitute a doctor-patient relationship.

The Company does not accept any responsibility for the accuracy of any information or the consequence arising from using her or her associates' services. Before any use of her or her associates' services is undertaken, you should ensure that you have received qualified medical advice. If you think you are suffering from a medical condition, please consult with your physician.

I also understand that The Company is not a psychological firm, and the workers, coaches and leaders are NOT licensed therapists or social workers. We encourage all people with any mental health issues to seek mental health professionals.

At no time during the provision of The Company's program will anyone make any medical diagnosis upon you and if she or her associates are in any doubt as to any medical conditions that you may have, she or her associates will stop the program immediately, as she or her associates will not be held responsible for any injury, loss and or damage to any person or property as a result of any part of the program, negligence or otherwise.

You are fully responsible for your own health throughout the retreat and therefore it is your responsibility to ensure that you are medically fit to undergo all activities.

Photograph and Video Consent. I understand that during the Activity, photography, audio and video recording will occur. By signing this Agreement, I consent to photography, audio recording, video recordings and their release, publication, exhibition or reproduction to be used for news, promotional purposes, advertising, inclusion on websites, social media or for any other purpose by the Company, its officers and employees, and each and all persons involved from any liability connected with the taking, recording, digitizing or publication and use of photographs, computer images, video and/or sound recordings. Furthermore, by signing this Agreement, I waive all rights to any claims for payment or royalties in connection with any use, exhibition or other publication of any photo, video or audio recording, and waive any right to inspect or approve any photo, video or audio recording hereunder. I hereby irrevocably permit, authorize and license Redefined Weight Loss, LLC and its affiliates, successors and assigns, [and their respective licensees, advertising agencies, promotion agencies and fulfillment agencies,] and the employees, officers, directors and agents of each and all of them ("Authorized Persons"), 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 name, image, likeness/and appearance,

voice, professional and personal biographical information, and all materials created by or on behalf of the Company that incorporate any of the foregoing ("Materials") on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created, including but not limited to, in and on magazines, brochures and other print publications, electronic, magnetic and optical media, television broadcasts, radio broadcasts, display, point-of-sale and other advertising and promotional materials, press releases, the internet, and for any purpose, including but not limited to advertising, public relations, publicity, packaging and promotion of the Company and its affiliates and their businesses, products and services, without further consent from or royalty, payment or other compensation to me except as otherwise expressly provided in this Agreement.

I hereby irrevocably transfer and assign to the Company my entire right, title and interest, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and 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 the Company, and that the Company has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from the Company's editing, alteration or use of the Materials. The Company has no obligation to use the Materials or to exercise any rights given by this Agreement.

I release and discharge The Company and their agents, employees, teachers and volunteers from and against any and all liability arising from my participation in The Activity even though that liability may arise out of negligence or carelessness on the part of The Company, or their affiliate agents, employees, teachers or volunteers.

FDA Disclaimer. Any statements made in connection with the Company's products and services have not been evaluated by the Food and Drug Administration. The products are not intended to diagnose, treat, cure or prevent any disease. I acknowledge such disclaimer and agree not to represent to any third party information that conflicts with this disclaimer.

Governing Law: Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effects to its principles regarding conflicts of law. Any dispute or claim arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in San Diego County, California. By executing this Agreement, I hereby consent to the exclusive jurisdiction of such courts and waive any right to challenge jurisdiction or venue in such courts with regard to any suit, action or proceeding under or in connection with this Agreement.

Severability. Should any provision in this Agreement be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Entire Agreement. This Agreement embodies the entire agreement between the parties and

supersedes all prior agreements and understandings, if any, relating to the subject matter hereof and thereof.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ALL THE TERMS CONTAINED HEREIN, AND UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY, BY SIGNING BELOW, AND HAVE SIGNED THIS RELEASE FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE FROM THE COMPANY.

IN WITNESS WHEREOF, I have executed this Agreement as of the Effective Date.

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Signature

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Printed Name

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Date