

INJURY WAIVER AND RELEASE OF LIABILITY FORM

I HEREBY ASSUME ALL THE RISKS OF PARTICIPATING IN THE GLADIATRIX, LLC SPONSORED EVENT (hereinafter program) OR ANY OTHER FORM OF PHYSICAL ACTIVITY engaged in at the event location, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or used by program, activity or event participants, or because of their possible liability without fault.

I CERTIFY that I am physically fit, and am aware of the physical nature of the contest between the activity or event participants, and I have sufficiently prepared or trained for participation in the programs, activities or events offered by GLADIATRIX, LLC, including being struck by other program, activity or event participants, and I have not been advised by a qualified medical professional to not participate. I certify that there are no health-related reasons or problems which preclude my participation in these programs, activities, or events at the facility and establishment where it is being held. Health-related reasons includes but is not limited to Covid-19, its variances and other Viral illnesses that can be transmitted to other participants.

I ACKNOWLEDGE that this Injury Waiver and Release of Liability Form will be used by GLADIATRIX, LLC, and their employees, affiliates, sponsors, advertisers, and equipment manufacturers, and that it will govern my actions and responsibilities at said programs, activities, or events.

IN CONSIDERATION of my agreement with GLADIATRIX, LLC, and permitting me to participate in these programs, activities and events, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVER, RELEASE AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from any GLADIATRIX, LLC, program, activity, or event, the following entities or persons: GLADIATRIX, LLC, and/or their directors, officers, employees, volunteers, representatives, and agents, the program, activity and event participants, including judges, staff, coaches, instructors, activity or event producers, activity or event holders, including the owners and leases of the premises, activity or event sponsors, and activity or event volunteers.

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in paragraph A above from any and all liabilities or claims made as a result of participation in these programs, activities, or events, whether caused by the negligence of releasees or otherwise.

I ACKNOWLEDGE that GLADIATRIX, LLC, and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific program, activity, or event on behalf of GLADIATRIX, LLC.

I ACKNOWLEDGE that these programs, activities and events may involve a test of a person's physical and mental limits and may carry with it the potential for death and serious injury. The risks may include, but are not limited to, those caused by facilities, temperature, condition of participant, equipment, actions of other

people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of events, and lack of hydration.

I HEREBY ACKNOWLEDGE that I am fully required to provide my own medical coverage and that GLADIATRIX, LLC will not be held liable for any expenses incurred for treatment of injuries while participating in these programs, activities, or events.

The injury waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law and I waive the right to trial by jury on any actions brought concerning the interpretation and applicability of this waiver and release of liability.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN OF MY OWN FREE WILL.

Print Name of Participant: _____

Signature of Participant: _____

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years of age)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting such capacity, has consented to his/her child or ward's participation in the programs, activity or events, and has agreed individually and on behalf of the child or ward, to the terms of the injury waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Print Name of Participant: _____ Age: _____

Signature of Participant: _____

Print Name of Parent/Guardian: _____

Signature of
Parent/Guardian: _____

Talent Consent and Release

Talent Name: _____

Address: _____

City/State/ZIP: _____

Telephone & email: _____

In consideration for the opportunity to participate in the event "FIGHTPFC – Pillow Fight Championship" (the "Show"), the sufficiency of which is hereby acknowledged, and by being filmed, recorded and photographed, and on behalf of myself, my successors, heirs, and assigns, I HEREBY GRANT to GLADIATRIX, LLC, its subsidiaries, affiliates, licensees, successors and assigns, worldwide and forever, the irrevocable and non-terminable right to use, reproduce and distribute my name, image, likeness, signature, and voice, and to portray me, and describe me, all at Starmedia's sole discretion to use or not use all or any portion of my appearance and/or sound recording(s) in any medium and/or distribution platform known or unknown. I hereby irrevocably hold harmless GLADIATRIX, LLC, its officers, directors, employees, agents, and assigns and waive any claims or damages of any kind arising in any way from my participation in the Show, whether such claims are known to me now or I become aware of them in the future, including without limitation claims based on right of publicity, misappropriation, invasion of privacy, false light, defamation, copyright, trademark, advertising, endorsement, or moral rights worldwide and forever. This grant shall include, forever, worldwide and without limitation, all commercial and non-commercial media and formats now known or hereafter invented, including all digital technologies, and includes the right to create adaptations, derivative works, alterations and future versions of my appearance and/or sound recording(s) in the Show. I expressly acknowledge that I have received full and complete consideration and waive any right or claim to future compensation.

I agree that my appearance and/or sound recording(s) shall be a work made for hire under copyright law owned by Gladiatrix, LLC and in addition I irrevocably, forever, worldwide and without limitation or reservation assign all right, title, and interest under copyright in my participation, including my appearance and words, to Gladiatrix, LLC.

I hereby warrant that I freely enter into this Agreement, and that it does not conflict with any other obligations or rights granted to third parties including any trade unions, guilds, or collective bargaining organizations, and I indemnify GLADIATRIX, LLC, against all such claims including the costs of defending such claims. I also acknowledge that the terms of this Release shall remain confidential. GLADIATRIX, LLC, may freely assign or sublicense its rights hereunder to anyone. This is the entire agreement between myself and GLADIATRIX, LLC, and it supersedes any prior understandings or communications made to me. This agreement will be construed under the laws of the State of Florida, and I hereby consent to the jurisdiction of the courts in Palm Beach County.

SIGNED: _____ Date: _____

IF UNDER 18 PARENT OR GUARDIAN MUST APPROVE BELOW:

Guardian Name: _____ Relationship: _____

Address: _____

Telephone & email: _____

Signature: _____ Date: _____