RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

Dynamis Holistic Wellbeing Hub ("The Company")

Mona McCann ("The Trainer")

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

PLEASE READ THIS WAIVER CAREFULLY BEFORE SIGNING. BY SIGNING THIS WAIVER, THE CLIENT CANNOT SUE THE COMPANY OR THE TRAINER FOR ATTENDING OR PARTICIPATING IN THE ACTIVITIES.

This is a legally binding release, waiver of liability, and assumption of risk agreement (the "**Agreement**"). The undersigned (the "**Client**") desires to attend and participate in the Company's Activities as operated by **The Trainer** (defined below).

IN CONSIDERATION OF receiving online personal training from the Trainer, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Client hereby agrees to the following terms and conditions (the "**Waiver**"):

1. Activities. The Client desires to participate in an online personal training plan offered by the Trainer, which may include, but is not limited to a detailed and customised workout program involving weightlifting, calisthenics, swimming or sport specific activities; nutritional and dietary or meal planning suggestions (the "**Activities**").

2. Expenses. The Client shall be liable for all other costs, expenses and expenditures incurred to enable the Client's participation in the Activities, including without limitation, travel expenses, parking, and/or any equipment necessary to perform the Activities where applicable, as well as any recommended nutritional items.

3. Not an Agent. The Client is not an employee or agent of the Trainer. The Client shall not share any of the materials, information, suggestions or advice associated with the online personal training program or the Activities with any other person and shall be responsible for and shall bear all liability that results from the provision of the online personal training plan or participation in the Activities to any other person. The Client is solely responsible for and shall bear all liability that results from the Client's own participation in the online personal training plan and the Activities. The Client will indemnify and save harmless the Trainer from and against all claims whatsoever, made in connection with participation by the Client or another person in the online personal training plan or the Activities, supplied to the Client by the Trainer.

4. Awareness and Assumption of Risks. The Client knows and understands that the Client may suffer physical injuries such as muscle strains, muscle pulls, muscle tears, broken bones, heart attacks, strokes, psychological injuries, sickness or death, or damage to or loss of property, in connection with the Activities. The Client knows and understands the scope, nature and extent of all the risks contemplated by this Agreement, and understands that, if the Client wishes insurance of any kind, the Client must furnish his or her own. The Client freely and voluntarily accepts and assumes all such risks, dangers and hazards, and takes full responsibility for his or her own actions, safety and welfare, and accepts that the Trainer does not have any responsibility for safeguarding the Client or the Client's property from the dangers of participating in the Activities.

5. No Medical Conditions. The Client acknowledges that he or she does not have any medical condition(s) that would prevent the Client from participating in any Activities, or that would result in any injury or damage to the Client, or anyone else, as a result of the Client's participation in Activities. If the Client is aware of any such medical condition(s), it will be the sole responsibility of the Client to abstain from participating in the Activities.

6. Drugs and Alcohol. The Client undertakes that if the Client consumes alcohol and/or medication and/or drugs at any time during the course of the Activities, the Client will do

so only in moderation and in such quantity that will not affect the Client's ability to safely complete the individualised program. The Client realises that a combination of alcohol, medication, and drugs can cause unexpected side effects that can severely affect the Client's health and ability to complete the program. The Client accepts full responsibility for his/her own actions, health and welfare, and the Client acknowledges and agrees that the Trainer will not be vigilant as to their condition. The Client accepts that the Trainer will not have any responsibility for their welfare.

7. Release. The Client Hereby remises, releases and forever discharges the Company and the Trainer, and all of their affiliates and associated companies, and all of their current and former agents, officers, directors, shareholders, volunteers, managers, servants, successors, assigns, employees, consultants, subsidiaries and affiliates (individually and collectively the foregoing list are the "**Trainer Representatives**") from any present or future causes of action, claims or demands of any kind, including (without limitation) claims for loss, damage, injury, costs, legal fees and related disbursements (individually and collectively, the foregoing is/are the "**Claim(s)**") including, but not limited to:

a. From Any Claim(s) Related to Negligence: related to the negligence of the Trainer or Trainer Representatives (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet any safety standards of care); and

b. From Any Claim(s) Related to Failure to Protect: related to the failure of the Trainer or Trainer Representatives to take reasonable steps to safeguard or protect the Client from the risks, dangers and hazards articulated in the Assumption of Risk provision (above) or otherwise, that are in any way connected with the Client's participation in the Activities.

8. Indemnification. The Client agrees to indemnify, defend and hold harmless the Trainer and the Trainer Representatives from all Claim(s) brought by any person against the Trainer and/or Trainer Representatives.

9. Promise Not to Sue. The Client covenants not to initiate or assist in the prosecution of any Claim, which may have occurred by the Client's participation in the Activities.

10. No Partnership. Both the Trainer and the Client acknowledge and agree that no partnership relationship between the Trainer and the Client can be construed by this Agreement or by the performance of the Activities.

11. Inurement. This Waiver will inure to the benefit of the Trainer Representatives and will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Client, and the Trainer.

12. Headings, Survival and Waiver. Clause headings in this Waiver are included herein for convenience of reference only and shall not constitute a part of this Waiver for any other purpose. Notwithstanding the termination of this Waiver for any reason, the material provisions of this Waiver shall continue in full force and effect following such termination. Failure to exercise, or any delay in exercising, any right or remedy provided under this Waiver or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

13. Governing Law and Jurisdiction. This Waiver will be construed in accordance with, and be governed by, the applicable EU laws and national laws of Belgium, in which Brussels is located, and the federal laws applicable therein. The Client hereby attorns to the exclusive jurisdiction of the courts of Brussels with respect to any dispute arising under or related to this Waiver.

14. Severability. The Trainer and the Client acknowledge that this Waiver is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Waiver is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision

reasonable and enforceable; if not possible, the offending provision will be stricken, and the remainder of the provisions of this Waiver shall continue in full force and effect and in no way be affected, impaired or invalidated as a result.

15. Opportunity to Seek Independent Legal Advice. The Client has had sufficient time and opportunity to consult with independent legal counsel regarding this Waiver, and if the Client has opted not to obtain legal advice prior to executing this Waiver, the Client will not in any proceeding relating to the enforcement of rights or obligations under the Waiver raise his or her failure to obtain legal advice as a defence or otherwise.

16. Acknowledgement that this Agreement has been read. The Client has read and fully understands the provisions of this Waiver. The Client confirms and agrees that the Client has executed this Waiver on the Client's own volition and without any duress whatsoever from the Trainer.

IN WITNESS WHEREOF, the Client has duly affixed his or her signature on the date provided below.

CLIENT:

Client's signature

Client Name

Date of Signature