

LIABILITY RELEASE

I, __, (the "Participant") intending to be legally bound, understand and agree that I am voluntarily participating in The Pace For Success Inc. Fitness and Nutrition program (the "Program") and all of its activities including, but not limited to, (collectively, the "Event") at my own request and at my own risk.

I acknowledge that I am aware of the risks inherent in training for and participating in the Event and certify that I am physically fit, have not been otherwise informed by any physician and know of no restrictions imposed on me by any physician that would in any way prevent me from actively participating in the Events.

In consideration of Pace For Success Inc's sponsorship of this Event and my being permitted to participate in the Event, I, on behalf of myself, my successors in interest, heirs, assigns, and representatives, hereby fully release and hold harmless Pace For Success Inc, their Officers, Trustees, agents, employees, volunteers, any medical providers working for or on behalf of the Program, and representatives, successors and assigns (be they individuals or organizations), together with their insurers and sponsors, of and from any and all liability, claims, damages, actions and causes of action whatsoever on account of any loss, damage or injury to person (including death) or any other loss or inconvenience whatsoever, suffered by me at any time hereafter arising out of my voluntary participation in this Event, whether resulting from the Company's negligence or otherwise (collectively, "Liabilities").

I also give permission to Pace For Success Inc. to freely use my name, picture and voice in any broadcast, telecast, print account, or any other account in any medium of this Event (the "Personal Release").

I understand that this Personal Release is perpetual in time and that it encompasses, with out limitation, any copyright or right of publicity or privacy that I may have in my name, picture and voice.

Consent and Information Release (“Consent”):

I hereby grant permission to the Pace For Success Inc. to render preventive or first aid assistance or seek treatment or medical care that seems reasonably necessary, including hospitalization, for my health and well being. I also give permission to Pace For Success Inc. to use and disclose my personal health information (“PHI”) in the ways described in this form.

I allow Pace For Success Inc. to use my PHI as necessary for purposes related to my treatment. I also allow Pace For Success Inc. to give out my PHI to doctors, hospitals, ambulance companies, coaches, family members, and others involved in my care and treatment. My PHI may also be used and given out as necessary to run the Event or as necessary for the proper management and administration of Pace For Success.

This Release and Consent will be governed by and subject to the laws (except the choice of law principles) and exclusive jurisdiction of the courts of the State of New York.

Date:

Signature of Participant

* Must be signed also by parent or legal guardian if the Participant is under age eighteen on the date this Release and Consent is signed.

I, the undersigned, hereby certify that I am the parent or legal guardian of the Participant, and as such and on behalf of myself and the Participant, I agree to the terms of this Release, including the Consent, on behalf of the Participant and I hereby, in accordance with the terms and of such Release, release and hold harmless Pace For Success (as defined above) from all Liabilities (as defined above).

Date:

Signature of Parent/Guardian