

MAD DOGG ATHLETICS, INC. AGREEMENT OF RELEASE AND WAIVER OF LIABILITY

I, _____, hereby agree to the following:

1. I will be participating in an Instructor Training Program and/or ongoing Continuing Education Events or Workshops (collectively, the "Program") offered by Mad Dogg Athletics, Inc. ("MDA"), whose business address is 2111 Narcissus Court, Venice, California 90291, during which I will receive information and instruction about health and fitness. I recognize that fitness programs require physical exertion, which may be strenuous and may cause injury, and I am fully aware of the risks and hazards involved.
2. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Program. I represent and warrant that I am physically fit and have no medical condition that would prevent my full participation in the Program.
3. In consideration of being permitted to participate in the Program, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of my participation regardless of whether any such risks are communicated to me by MDA.
4. In further consideration of being permitted to participate in the Program, I knowingly, voluntarily and expressly waive, on behalf of myself, my heirs and/or legal representatives, all claims I may have against MDA for all injury or damages of any nature whatsoever that I may sustain as a result of my participation unless such damages are knowingly and intentionally caused by MDA. Accordingly, I hereby fully and forever release, waive, discharge and covenant not to sue MDA for any such injury or death caused by any other reason including the gross negligence or others acts of MDA or third parties.
5. By executing this Release and Waiver of Liability, I acknowledge that the materials and information provided to me by MDA and its agents including without limitation the instructor manual, supplemental teaching aids and/or continuing education materials (collectively, the "Materials") are MDA's confidential proprietary information, which are owned exclusively by MDA and that MDA has expended considerable time and investment in creating the Materials. As an express condition of my receiving the Materials, I agree that I will not copy, reproduce, disseminate or disclose the Materials in whole or in part, in any manner, form, or media now known or hereinafter devised, throughout the world to any person or entity without MDA's prior written consent, and that all Materials will only be used to teach the Program.
6. I have read the above release and waiver of liability and fully understand its contents. I knowingly and voluntarily agree to the terms and conditions stated above.

Signature of Participant

Date

Print Name

Address

City

State

ZIP

Phone #

E-mail

Mad Dogg Athletics, Inc. • 2111 Narcissus Court • Venice, CA 90291 • Phone: (800) 847.7746 or (310) 823.7008

Mad Dogg Athletics Europe • Industrieweg 20A • 3144 CH Maassluis, The Netherlands • Phone: +31.1059.04508



MAD DOGG ATHLETICS, INC. NON-DISCLOSURE AGREEMENT

I, _____, hereby agree to the following:

1. As part of a Mad Dogg Athletics, Inc. ("MDA") Instructor Certification and/or Instructor Training Program ("the Program"), I have been or will be supplied by MDA and/or its agents certain information that MDA deems confidential and that constitutes MDA's confidential, proprietary information ("Confidential Information") regardless of whether it is expressly so designated and regardless of the form in which such information is embodied. Such information may include without limitation MDA's trade secrets, sensitive business information, proprietary data, employee information, pricing information, marketing information, customer lists (including past, current and prospective customers), financial and accounting information, licensing or contractual information, information the disclosure of which may harm MDA's business, reputation or competitive position in the marketplace, or information the circumstances surrounding the disclosure or maintenance of which would lead a reasonable person to believe it is confidential. Such information may be in written, printed, graphic, oral, electronic, or audiovisual form and includes without limitation all material containing or reflecting any Confidential Information, e.g., copies, notes, extracts, excerpts, indices, abstracts summaries, memoranda, analyses, compilations, or electronic versions (collectively "Copies") of such information.

2. By executing this Agreement, I acknowledge that MDA has incurred considerable time and investment to create the Confidential Information and The Program and that the Confidential Information supplied by MDA and/or its agents is highly valuable confidential information that belongs exclusively to MDA.

3. As a condition of receiving the Confidential Information from MDA, I agree to keep such information strictly confidential and not to directly or indirectly copy, reproduce, disseminate, disclose or exploit said information, or to cause any third parties to do so, in whole or in part, in any manner, form, or media now known or hereinafter devised, throughout the world. I agree that all Confidential Information supplied to me by MDA shall only be used by me to learn and teach The Program at an authorized facility licensed by MDA and only as directed or approved by MDA. If I become aware of any disclosure or unauthorized use of Confidential Information, I shall immediately notify MDA of the circumstances of such disclosure or unauthorized use, and use my best efforts to take all steps necessary to correct the situation and prevent any further disclosure or unauthorized use.

4. In the event I cannot or will not comply with this Agreement, or if I do not complete the certification program, I will immediately return the Confidential Information and all Copies thereof to MDA. Thereafter, I will continue to abide by the terms of this Agreement in perpetuity, or until such time as the information is no longer deemed confidential by MDA.

5. I acknowledge and agree that the damage from the unauthorized disclosure of Confidential Information may result in irreparable harm to MDA and cannot be adequately compensated in monetary damages. In the event of a breach of this Agreement, MDA shall be entitled to an immediate injunction prohibiting the unauthorized use of the Confidential Information, as well as any other legal remedy to which MDA may be entitled.

6. This Agreement contains the entire understanding relative to the protection of the Confidential Information covered by this Agreement and supersedes all prior and collateral communications, reports, and understandings, if any, between the parties regarding such Confidential Information. No modifications to any provision of this Agreement shall be binding unless in writing and signed by the parties.

7. This Agreement shall be construed with and governed in accordance with the laws of the State of California. I expressly agree to the personal jurisdiction of the California courts and that the exclusive venue for any proceeding shall be in the state and federal courts located in the county of Los Angeles. If any litigation results from this Agreement, the unsuccessful party shall pay the prevailing party's reasonable attorneys' fees and costs.

8. I have been advised to consult with independent legal counsel of my choice to have this Agreement reviewed prior to its execution. **I ACKNOWLEDGE THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO DO SO.**

Signature of Participant

Date

Print Name

Address

City

State

ZIP

Phone #

E-mail

Mad Dogg Athletics, Inc. • 2111 Narcissus Court • Venice, CA 90291 • Phone: (800) 847.7746 or (310) 823.7008

Mad Dogg Athletics Europe • Industrieweg 20A • 3144 CH Maassluis, The Netherlands • Phone: +31.1059.04508

