

**S2 BREAKTHROUGH LLC
ATHLETE AGREEMENT**

In consideration of my participation in S2 Breakthrough LLC science based training and services, the undersigned Athlete agrees Athlete has read and understands the terms & conditions below (the "contract") including the waiver, release, and assumption of risk terms, which are incorporated herein.

1. Assessments & Training. S2 Breakthrough LLC, an Illinois limited liability company ("S2") will work with the above referenced Athlete (the "Athlete") to administer a science based assessment and/or design a training program specifically tailored for the Athlete that reflects the Athlete's objectives, fitness level, and experience. Athlete enrolled in a training program will have various training programs, including performance data analysis, and on-going Athlete communication throughout the program.

2. Fees and Payment. S2 fee for each Program Program ("Program Price") shall be applicable, due, and payable at the time this Contract is signed, and before any Program(s) commence. Additional fees may be applied in consideration of S2's advice, counseling, and tailoring of a specialized training program for the Athlete, and thus separate from the Program Price. Program payments are due prior to the commencement of each Program. If S2 agrees, the Athlete may pay for future Programs at any time.

Credit card payments will be automatically drafted every four weeks of the program (unless pre-paid in advance). Annual price increase of 3% shall be implemented every September 1. A notice of cancellation must be received no later than 5 days before the renewal date in which the cancellation is intended. Failure to provide timely notice will result in additional monthly draft/charges which are nonrefundable.

3. Athlete Under the Age Of 18. If the Athlete under the age of 18, the parent or guardian of the Athlete must sign this Contract, and waiver, release, and assumption of Risk contained herein on behalf of the Athlete.

4. Responsiveness and Cancellation of Program. Athletes should be committed to the entirety of their Training Program, including responding to emails and other means of S2 outreach and follow up. S2 is under no obligation to pause training for Athlete failure to respond to emails or missing training programs.

5. Refunds and Prepaid Programs. No Program Fee or Program Fee refunds will be issued for any reason, including but not limited to relocation, illness, and unused Programs.

6. Term and Termination. This Contract will continue to be in full force and effect so long as the Athlete continues to receive services from S2. Notwithstanding the foregoing, however, S2 may terminate this Contract and its services to the Athlete at any time, with or without notice, and for any reason or no reason.

7. Indemnification. Athlete will indemnify and hold S2, its respective members, officers, directors, administrators, managers, employees, servants and agents, successors and assigns (each an "Indemnified Party") harmless from and against any and all damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, actions, demands, suits, costs, and expenses including, without limitation, reasonable attorneys' fees

(collectively, "Claims"), incurred by the Indemnified Party that arise out of or relate to any acts or omissions by Athlete, a breach of any provisions of this Contract, any damage to property caused by Athlete or its employees, agents, or representatives, any injury or death caused by the Athlete or event attendees, or otherwise related to the Program(s).

8. Dispute Resolution. In the event of any controversy or claim arising out of or relating to this Contract or S2's services to the Athlete arising hereunder, S2 and Athlete shall first attempt to settle the dispute by mediation, for a period of sixty (60) days after a party has provided written notice of a claim or controversy to the other party specifically citing in such notice this Section 8 of the Contract. If settlement is not reached within the foregoing 60-days, any unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of arbitration shall be Chicago, Illinois. Illinois law shall apply to any and all matters arising out of under this Contract, and the services provided by S2 to the Athlete under this Contract.

9. Limitation of Liability. In no event shall S2 be liable to the Athlete for any special, consequential, incidental, punitive, or indirect damages arising from or relating in any way to this contract, or arising in any way to services rendered by S2 to the Athlete, regardless of any notice of the possibility of such damages. The Athlete further acknowledges and agrees that S2's liability shall not exceed the amount of program fees actually paid by the Athlete to S2 for a period of six (6) months.

10. Assumption of Risk: Athlete acknowledges that Athlete has no known medical problems that would preclude Athlete from participation in any S2 Breakthrough programs and all information provided to S2 Breakthrough regarding Athlete's medical condition remains true and accurate. Athlete understands and accepts that there is an inherent risk of injury due to the nature of the Training Program and while S2 Breakthrough and S2 will attempt to control risk factors to the greatest extent possible, Athlete understands and accepts that injury may nonetheless occur. Athlete engagement in any physical exercise or activity, including in-person training or virtual training (live zoom/virtual platforms/mobile fitness app), is at Athlete's own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to Athlete by S2 or otherwise, including injuries or damages arising out of the negligence of S2, whether active or passive, or any of S2's affiliates, employees, agents, representatives, successors, and assigns. Athlete's assumption of risk includes, but is not limited to, use of any exercise equipment (mechanical or otherwise), sidewalks, parking lots, stairs, or any equipment. Athlete assume the risk of participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, or any other sporting or recreational endeavor. Athlete agrees that Athlete is voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of S2 or otherwise. Athlete is under a continuing obligation to notify S2 throughout Program enrollment of any potential or actual injury during execution of the program or if any injury occurs during any outside of S2 program activity. Athlete understands that Athlete may withdraw from the program but remain responsible for any monetary obligation incurred.

11. Release: Athletes agree on behalf of Athlete (and all of Athlete's personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge S2 (and S2's affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of S2, whether active or passive, or any of S2's affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) Athlete's use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training, including injuries resulting from S2's or anyone else's negligent inspection or maintenance of the facility or premises, (e) training you undertake that is online only without the supervision of a S2. The S2 will provide step by step instruction on completing the exercise in a safe manner but cannot monitor Athlete while you are completing these exercises. If Athlete is unable to complete the exercise due to physical limitation or lack of understanding Athlete agrees to not attempt. If Athlete does attempt, Athlete will be liable for any injury sustained.

12. Consent. Athlete consents to and permits S2 Breakthrough to use the data obtained during the course of Athlete's Training Program in reports and publications but Athlete's personal identity will not be revealed without specific authorization to do so.

13. Acknowledgments: You expressly agree that the foregoing release, waiver, assumption of risk agreement is intended to be as broad and inclusive as permitted by the law in the State of Illinois and beyond, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against S2 or S2's negligence, or for any defective product used while receiving training at S2 or online training. You have read and voluntarily signed the waiver and release, and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

14. Consent to Video, Audio, and Photography Recording. The Athlete hereby gives the Company permission to videotape, photograph, and/or record my image and or likeness of the Athlete, including for safety and security. The Athlete understand that such taping or recording may be used at the sole discretion of the Company for marketing and advertising purposes, and other lawful means.

15. Consent, And Covenant Not To Sue. In consideration of S2's agreement to instruct, assist, and train, Athlete releases, discharge and hereby hold harmless S2, and its officers, directors, managers, members, agents, assigns, contractors, and employees harmless from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in any exercise program or programs offered by S2, including any injuries or death resulting therefrom. This waver and release of liability includes, without limitation, injuries which may occur as a result of (1) equipment that may malfunction or break; (2) any slip, fall, dropping of equipment; and/or (3) company, or its agents', negligent instruction or supervision.

16. Communication Expectation. Part of the training program includes ongoing communication between Athlete and S2. Athlete is responsible for submitting all forms and videos requested as part of Program to S2 in a timely manner and responding to all S2 requests for information within the applicable training program. S2 will respond to all Athlete communication within 48 hours during normal business hours. Email and slack are preferred communications. Athletes are responsible for maintaining contact with S2. S2s are under no obligation to continue contact Athlete after three unanswered communications.

17. Parental Involvement. While parental involvement is welcome, a major component of the Program is for Athlete is take responsibility for their own athletic training. As such all training documents and communication will be directed to Athlete, although parents will have access if requested.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS CONTRACT, INCLUDING WAIVER AND RELEASE AND A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST S2, OR OTHERS REFERRED TO IN THIS DOCUMENT FOR ANY NEGLIGENCE OR THAT OF OUR EMPLOYEES, AGENTS, OR CONTRACTORS OF S2.

WAIVER BY PARENT / GUARDIAN FOR MINOR CHILD (IF APPLICABLE)

I, _____ hereby give permission for my child, as his/her parent or legal guardian, to participate in the personal training program / services offered by S2. I affirm that my child is physically fit to participate in personal training, and other activities offered by the Athlete. I acknowledge that I am fully aware of the potential risks and hazards for my child participating in any and all activities and personal training services offered by S2. The consent, waiver, release, and assumption of risk set forth on behalf of my child is as broad as those set forth above.

Parent Signature

Date: _____