AFFILIATE AGREEMENT

, a Georgia, ("AFFILIATE") and Parkinson’s Foundation, Inc., a New York not-for-profit corporation ("PFI") agree as follows:

1. PD Gladiators Fitness Network; Promotional Activities. PFI will support the PD Gladiators Fitness Network (the “Network”), formerly known as the PD Gladiators Metro Atlanta Fitness Network, an affiliation of independent fitness instructors and personal trainers who will offer safe and effective exercise classes and personal training adapted for people with Parkinson’s disease (“PWPs”) in the metropolitan Atlanta (or more expansive) area. PFI may include in the Network providers of other services to PWPs. PFI will list AFFILIATE’s Classes on PFI’s website among other classes included in the Network and, with AFFILIATE’s assistance, develop a page on PFI’s website dedicated to AFFILIATE’s Classes. PFI will promote the Network through maintenance of its website, outreach, education and direct marketing to PWPs and to the medical community (“Promotional Activities”), and will screen PWPs responding by web form, email or telephone and direct them to the most convenient and appropriate Network classes. The Promotional Activities will include distribution of brochures which position the Network as the one place a PWP needs to go to learn about PD-specific exercise classes in communities covered by the Network. PFI may provide individualized support to PWPs in its sole discretion. Neither PFI, the Network, nor AFFILIATE will be providers of healthcare services.

2. Provision of Network Classes by AFFILIATE. AFFILIATE will become a member of the Network and provide group exercise classes adapted for PWPs (the “Classes”) as described on Exhibit A, as amended by the parties from time to time. Classes will be open to PWPs and, as determined by AFFILIATE, their care partners (“Participants”). Enrollment in a Class may be limited by a maximum roster capacity for such Classes, as determined by AFFILIATE. AFFILIATE will conduct the classes in a safe1 manner with due regard to the special needs of PWPs and reasonably consistent with best practice guidelines ("Network Best Practices"), a copy of which are attached per Exhibit F and which will be issued by PFI to members of the Network from time to time by post to the “PD Gladiators Fitness Network AFFILIATE Guidelines” page of PFI’s website. AFFILIATE will set the price paid by Participants in the Classes. Unless otherwise agreed, AFFILIATE will offer each Class for the term of this Affiliate Agreement.

3. Other Obligations of PFI.

(a) Participant Welcome Packet. PFI will create a packet of materials ("Welcome Packet") including (but not limited to) a letter from PFI welcoming Participants to the Network, a Network brochure, registration form, current schedule, educational materials about the benefits of exercise and physical therapy, a Community Exercise Recommendation form to be completed by the Participant’s physical therapist, and other PFI and/or AFFILIATE resources. PFI will distribute, either digitally or by hand, Welcome Packets to PWPs through AFFILIATE and/or PFI’s clinical and consumer outreach channels.

(b) Maintenance of PD Gladiators as Trusted Brand. PFI acknowledges that a significant part of the value of joining the Network derives from its reputation as a brand trusted by the medical and Parkinson’s communities, and PFI will take the following steps to help support that brand:

1 The word “safe” as used in this Agreement does not mean a complete absence of risk. Rather, it refers to the conduct of classes in a responsible, non-negligent manner that should not result in physical harm to PWPs.
(i) **Standards for Network Admission.** PFI will exercise due care in admitting only affiliates with instructors meeting the qualifications set out in Section 4(a) to the Network, as such qualifications may be amended from time to time by PFI in its reasonable discretion.

(ii) **Accreditation of Training Courses.** PFI will continue to review training courses for instructors and upon the development of criteria to assess the propriety of such courses, may accredit or deny accreditation to such training courses for purposes of determining qualification of a Lead Coach as a Qualified PD Gladiators Instructor.

(iii) **Best Practices Guidelines.** PFI will consult with reputable neurologists, physical therapists, researchers and fitness experts regarding best practices for the delivery of safe and effective community-based group exercise classes adapted for people with PD. If, in its reasonable discretion, PFI believes certain practices relating to issues commonly faced by instructors of adapted fitness classes should be adopted by all Network affiliates, PFI will include them in Network Best Practices.

(iv) **Other Affiliate Assistance Resources.** PFI will use reasonable efforts to make qualified experts, training classes and continuing education opportunities available to Network members to assist in the delivery of safe and effective programming for PWPs, including an “Ask the Experts” forum available to AFFILIATE and Personnel through PFI’s installation of Basecamp software.

(c) **Strategic Oversight of Community Programming.** PFI will use reasonable efforts to control admissions to the Network to avoid an oversupply or undersupply of classes in any given area (as determined by PFI in its sole discretion) by encouraging potential affiliates to initiate classes in underserved communities and discouraging applicants from initiating classes in competitive areas.

(d) **Community Resources; Barriers to Exercise.** PFI will identify barriers making it difficult for PWPs to start or maintain an effective exercise routine, and will attempt to develop and fund programs to minimize these barriers. PFI will maintain a list of currently available community resources that may help PWPs attend Classes.

4. **Other Obligations of AFFILIATE**

(a) **Qualifications.** AFFILIATE (if an individual teaching the Classes) and AFFILIATE’s employees or independent contractors retained to teach the Classes (“Personnel”) will, prior to teaching Classes, demonstrate the following qualifications to lead a safe and effective fitness program for PWPs:

(i) AFFILIATE or at least one of the Personnel instructing each Class (“Lead Coach”) will be responsible for the content and safety of each Class session, including oversight of any Personnel (“Assistant Coaches”) or volunteers assisting in the conduct of a Class. A Lead Coach must be a Qualified PD Gladiators Instructor (as defined in Exhibit B). Prior to a Lead Coach teaching any Classes, and upon request of PFI thereafter, AFFILIATE will deliver to PFI a completed “Instructor Qualification Form” (attached as Exhibit C, as amended from time to time in the reasonable discretion of PFI), together with supporting documentation.

(ii) An Assistant Coach or volunteer may participate in the conduct of a Class, subject to the supervision of at least one Lead Coach, if AFFILIATE is satisfied, in its reasonable discretion, that such Assistant Coach or volunteer demonstrates satisfactory ability and instruction to assist in the delivery of a safe and effective fitness program for PWPs in the area of expertise applicable to the Class.
(iii) Each Lead Coach will be expected to complete at least one continuing education program (at least two hours in length) every two years. The continuing education hours must be attained from a reputable source and may be subject to audit by PFI. The program may be offered in person or online. The Lead Coach should select a continuing education program relating to the PD-Specific Training Requirement, if available, but otherwise may select a program relating to the Fitness Training Requirement.

(iv) AFFILIATE will allow PFI’s qualified representatives to observe Classes from time to time for the purpose of evaluation of AFFILIATE and Personnel and compliance with Network Best Practices guidelines. PFI may, in its discretion, make recommendations to improve the safety or effectiveness of the Classes, and AFFILIATE shall give due consideration to such recommendations. If PFI believes that a regular practice conducted by AFFILIATE is inherently unsafe for P WP s, and AFFILIATE fails to correct such practice after due notice, such failure will constitute a breach of this Agreement, and PFI may terminate the Agreement under Section 8.

(b) New Classes. For as long as this Agreement is in force, AFFILIATE (and its affiliates) will notify PFI of any new Classes offered by AFFILIATE for PWPs, and the parties shall amend Schedule A to include them as Classes. Nothing in this Affiliate Agreement limits the ability of AFFILIATE to conduct group exercise classes targeted to populations other than PWPs.

(c) Participant Registration. Before a Participant participates in a Class after the effective date hereof (whether a new or returning Participant), AFFILIATE shall obtain from such Participant a PD Gladiators Network Registration Form (“Registration Form”) in the form attached as Exhibit D. AFFILIATE shall promptly submit Part I of the Registration Form to PFI. AFFILIATE should keep a copy of all Registration Forms, which should be accessible during Classes to assist in compliance with Network Best Practices.

(d) Continuum of Care; Participant Referrals. AFFILIATE acknowledges that AFFILIATE and its Personnel will have more frequent contact with Participants than the Participants’ neurologists and physical therapists, and that they are the key to maintaining the continuum of care for Participants. AFFILIATE will (and will cause its Personnel to) (i) refer Participants back to their neurologist or physical therapist when recommended by Network Best Practices, and (ii) notify PFI, or refer a Participant to PFI, if such Participant has stopped attending Classes, to determine if PFI can use available resources to help such Participant continue exercising.

(c) Independent Contractor. AFFILIATE will be considered only as an independent contractor and not as an employee, agent, partner, or joint venturer of PFI. AFFILIATE will (i) be responsible for collecting payment from Class participants, (ii) design Class content and will not be supervised by PFI, (iii) provide, or have Class participants provide, equipment and supplies for Classes, (iv) train, supervise, schedule and compensate any Personnel, and (iv) be responsible for warning participants in the Class of any risks associated with the Class.

(f) Liability. AFFILIATE shall (i) collect liability waivers from Participants substantially in the form per Exhibit E and, submit, in advance for PFI’s prior written approval any alteration in such liability waiver that would in any manner weaken or lessen the protection provided, (ii) maintain and provide proof of general liability insurance coverage with a minimum policy limit of at least $500,000 naming PFI as an additional insured; and (iii) be responsible for and reimburse PFI for any cost, expense, claim, demand, legal action or liability (including claims by Participants, Personnel, or facility providers) resulting from AFFILIATE’s or Personnel’s activities in connection with this Agreement, including but not limited to negligence, recklessness, willful misconduct, breach of this Agreement, or failure to comply with Laws.
(g) Attendance Reporting Procedures. AFFILIATE will report attendance for each Class to PFI on a quarterly basis. Promptly after the end of each quarter, AFFILIATE will submit the aggregate number of Participant visits to each Class during such month. Such submission may be sent by email to PFI’s designee, or input directly into a spreadsheet created by PFI and shared exclusively with AFFILIATE, as agreed by PFI and the AFFILIATE.

(h) Recognition of PFI. AFFILIATE will acknowledge membership in the Network on its website and any other promotional materials by including a Network logo provided by PFI (or, with the consent of PFI, the phrase “a member of the Parkinson’s Foundation PD Gladiators Fitness Network”) when referencing the Classes. Among other actions reasonably requested by PFI, AFFILIATE will recognize the important role of PFI in sustaining the PD Gladiators Fitness Network by (i) distributing Welcome Packets (as defined in Section 3(a)) to all Participants, (ii) encouraging Participants to opt in to receive PFI’s Georgia newsletter when completing the Registration Form, (iii) placing Network brochures in a prominent location in AFFILIATE’s facilities, (iv) permanently affixing (or temporarily placing during each Class) a Network poster (or similar promotional item, in any case designed and paid for by PFI, with the reasonable approval of AFFILIATE) of a size and in a location clearly visible to Participants upon entering the room where the Class is held or another prominent location within AFFILIATE’s facility where it can be seen clearly by Participants during each visit, (v) distributing information about PFI educational resources, events and fundraisers, and (vi) scheduling special events of interest to Participants sponsored by PFI at AFFILIATE’s facility.

(i) Testimonials; Content; Publicity Release. AFFILIATE will provide PFI with Participant testimonials, images and other promotional content. AFFILIATE gives PFI perpetual rights to use AFFILIATE’s (and Personnel’s) name, likeness, image, voice, and/or appearance as such may be embodied in any photos, video recordings, digital images, and the like, taken or made on in connection with any Network activities. PFI may use such content for any purpose consistent with PFI’s mission, including its Promotional Activities in any medium. AFFILIATE grants PFI permission to use, in connection with the Promotional Activities, any information, video recordings, digital images, and the like, relating to the Classes or AFFILIATE’s promotion of its Classes published on any website or social media page maintained by or on behalf of AFFILIATE, and AFFILIATE will obtain sufficient permissions from individuals appearing in such media to include PFI’s right to use.

5. Assessments. If PFI initiates (directly or through its representatives) a program to collect assessment data to measure the performance, quality of life and/or disease progression of participants in Network classes from time to time (whether based on physical metrics or self-assessment), AFFILIATE will use commercially reasonable efforts to cooperate with PFI or its representatives to include Participants in AFFILIATE’s Classes and standardize the data collected. Under no circumstances will a Participant be required to participate in an assessment program. PFI may, in its sole discretion, attempt to create individualized progress reports that are provided to each Participant.

6. Licenses. PFI owns all rights in the service marks “PD Gladiators” and “Parkinson’s Foundation” and associated logos and hereby licenses AFFILIATE during the term to use such service marks and logos solely to promote Classes as a “Member of the Parkinson’s Foundation PD Gladiators Fitness Network.” PFI may use AFFILIATE’s name, logo, class information and web link for Promotional Activities.

7. Term. This Agreement will be effective through the end of the calendar year following the calendar year that includes the date it is fully executed, unless otherwise terminated sooner pursuant to Section 8, and will thereafter renew automatically for one-year periods unless either party provides written notice of non-renewal no later than 30 days prior to the expiration date.

8. Termination.
(a) **AFFILIATE** may terminate the Agreement at any time upon written notice to **PFI**. Upon termination, **PFI** will promptly remove **AFFILIATE**’s Classes from the list of classes included in the Network and will delete references to the Classes on the **PFI** website.

(b) **PFI** may terminate the Agreement (i) for material breach by **AFFILIATE** upon written notice of breach and reasonable opportunity to cure, or (ii) without cause, upon three months’ notice.

9. **Compliance with Laws.** **AFFILIATE** shall comply with all applicable federal, state and local laws, regulations, licensing and permit requirements ("Laws") applicable to its responsibilities hereunder.

10. **Privacy.** All personally-identifiable information relating to Participants that **AFFILIATE** receives through its association with the Network is confidential information of **PFI** and may not be disclosed by **AFFILIATE**. **AFFILIATE** may use it solely for direct communication regarding the Classes and in making reports to **PFI**. Information **AFFILIATE** obtains directly from Participants may be used as agreed by Participant.

11. **Notices.** Notices shall be made to the contact information in the signature block below.

12. **Successors and Assignment.** If **PFI** merges or transfers substantially all of its assets to a successor organization, **PFI** may assign this Affiliate Agreement to such organization or subcontract its obligations hereunder to such organization. This Affiliate Agreement may not be assigned by **AFFILIATE**.

13. **Prior Agreements.** Any prior agreements between the parties, including any agreement assigned by PD Gladiators, Inc. and assumed by **PFI**, is terminated as of the date hereof.

14. **Georgia Law.** This Agreement will be interpreted under Georgia law.

EXECUTED this ___ day of ______ 2018, in the State of Georgia.

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**[AFFILIATE]**
By: 
Contact Information
[address]
[city/state/zip]
Email: 

**Parkinson’s Foundation, Inc.**
By: Annie Long, Development Director - Georgia
Contact Information
215 Westbury Lane
Alpharetta, GA 30005
Email: along@parkinson.org
Exhibit A

[See Schedule A Spreadsheet]
Exhibit B

A Qualified PD Gladiators Instructor shall be an individual who meets the criteria for each of the Fitness Training, PD-Specific Training, Hands-on PwP Experience, and First Aid Training requirements below or can otherwise demonstrate satisfactory qualifications to lead a safe and effective, evidence-based fitness class for PWPs, as determined by PFI in its sole discretion.

1. Fitness Training Requirement: the individual (a) holds at least a bachelor’s degree in Physical Therapy or Exercise Science; or (b) has been certified as a fitness instructor or personal trainer by a reputable certifying board (e.g., ACE, AFAA, NASM, ACSM, or any other such board acceptable to PFI in its reasonable discretion), or, (c) if the Class requires specialized knowledge, has been certified as proficient in the applicable area of expertise by a reputable certifying board that sets standards for instruction for such area of expertise (or if no such certifying board exists or it is otherwise customary to instruct without being so certified, such individual is deemed proficient in such area of expertise by PFI in its reasonable discretion); with respect to boxing Classes, USA Boxing is a reputable certifying board that sets standards for instruction for boxing coaches, and a USA Boxing member who maintains an active certification as a coach will satisfy the Fitness Training Requirement.

2. PD-Specific Training Requirement: the individual has successfully completed an in-person or online, evidence based course designed to train (a) physical therapists standardized physical therapy protocols for the treatment of PWPs, or (b) fitness instructors and/or personal trainers to deliver safe and effective group exercise classes adapted for PWPs, and in each case satisfactory to PFI in its sole discretion.

3. Hands-on PwP Experience Requirement: the individual (a) has successfully completed an in-person course that satisfies the PD-Specific Training Requirement above, or (b) can demonstrate at least 20 hours of participation within the past year as an Assistant Coach in Network Classes (or as an instructor or assistant instructor in a similar evidence-based fitness class adapted for PWPs).

4. First Aid Training Requirement: the individual is proficient in first aid, including CPR and blood pressure training.
Exhibit C

PD GLADIATORS FITNESS NETWORK INSTRUCTOR QUALIFICATION FORM

Please complete a copy of this form for each individual who will be a Lead Coach for your fitness classes adapted for people with Parkinson’s disease and return the forms by email to along@parkinson.org or mail to Parkinson’s Foundation Georgia, PO Box 2726, Alpharetta, GA 30023.

AFFILIATE Contracting with Parkinson’s Foundation: _________________________________

Instructor Personal Information

Instructor Name:  _____________________________________________ _________________
Last     First

Address:  ____________________________________________________________
Street Address      Apt./Unit #

City    State   Zip Code

Phone:  ______________________________   E-mail: ______________ __________________________

Qualified PD Gladiators Instructor

We expect that qualified instructors will meet at least one of the criteria under each of the Fitness Training Requirement, PD-Specific Training Requirement, the Hands-On PwP Experience Requirement and the First Aid Requirement. However, section 5 below provides instructors with an opportunity to explain why they are still qualified to lead a safe and effective class for PwPs even if the four criteria that follow are not definitively satisfied.

1. Fitness Training Requirement (check at least one below to satisfy):
□ Holds at least a bachelor’s degree in Physical Therapy or Exercise Science
   School: __________________ Degree: _____________________ Year Graduated: __________

□ Has been certified as a fitness instructor or personal trainer by a reputable certifying board (provide details below).

□ Proficiency in specialized area of expertise (Specify: ____________________; provide details below)

Qualifications and Certifications

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2. PD-Specific Training Requirement: (check below to satisfy)
□ Has successfully completed an in-person or online, evidence-based course designed to train (a) physical therapists standardized physical therapy protocols for the treatment of PWPs, or (b) fitness instructors and/or personal trainers to deliver safe and effective group exercise classes adapted for PWPs. (Please attach certificate of completion)
  Course 1: ________________________________________________________________
  Course 2: ________________________________________________________________

3. Hands-On PwP Experience Requirement (check at least one below to satisfy):
□ Successfully completed an in-person course that satisfies the PD-Specific Training Requirement.
□ Can demonstrate at least 20 hours of participation within the past year as an Assistant Coach in Network Classes (or as an instructor or assistant instructor in a similar evidence-based fitness class adapted for PWPs)
  Describe Classes: ______________________________________________________________
  Hours in past year: ______________
  Person who can verify: __________________________________________________________
  Phone: ___________________ Email: _________________________

4. First Aid Training Requirement (check below to satisfy):
□ Proficient in first aid, including CPR and blood pressure training.

  Proficiency in First Aid/CPR/Blood Pressure Training
  Qualifications and Certifications

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5. If can’t satisfy all four tests above, please complete below:
□ Can otherwise demonstrate satisfactory qualifications to lead a safe and effective, evidence-based fitness class for PWPs. Describe qualifications: ________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
PD Gladiators Fitness Network Registration Form

Part I.

Name: ______________________________   E-mail: _______________________________

Address: __________________________________________ Phone: _______________

Emergency Contact (name and cell): _____________________________________

Neurologist/MDS Name: ______________________________________________

Have any of your doctors put any restrictions on exercise? □ Yes □ No

If yes, please explain. _____________________________________________________________________
_______________________________________________________________________________________
_______________________________________________________________________________________

Do you drive/have reliable transportation? □ Yes □ No

I would like to receive the Parkinson’s Foundation Georgia newsletter: □ Yes □ No

I hereby give the Parkinson’s Foundation permission to use my name/story/photograph/video interview in materials produced by the Foundation for the purposes of public education and fundraising.

Signature: _________________________________    Date: __________________

AFFILIATE, please send a copy of Part I of this form to along@parkinson.org or mail to Parkinson’s Foundation, PO Box 2726, Alpharetta, GA 30023.
Part II. Please complete the following information about your Parkinson’s disease to assist your instructor in providing you with a safe and effective adapted fitness class.

When were you diagnosed with PD? __________

Have you seen a PD-specialized Physical Therapist in the last 12 months? □ Yes □ No
If yes, who? ____________________________________________

In the past 3 months, have you had any falls? □ Yes □ No
If so, how many? _____

Do you have blood pressure problems? □ Yes □ No
If yes, high blood pressure or low blood pressure? □ High □ Low

Have you ever fainted upon standing, walking, or with exercise? □ Yes □ No

Do you need any assistance with balance or walking? □ Yes □ No
If yes, please describe. _______________________________________________________

Do you have any pain? □ Yes □ No
If so, please explain. _________________________________________________________
Exhibit E

Form of AFFILIATE WAIVER

PARTICIPANT AGREEMENT AND RELEASE

NOTICE – THIS IS A LEGAL DOCUMENT THAT CONTAINS A GENERAL RELEASE. It should be read carefully and understood fully before signing.

By signing below, I hereby enter into this Agreement effective as of the date hereof between me (“Participant”) and ___________________ [Insert name of entity that will conduct Program, a _______________ [Insert whether Corporation, sole proprietorship, partnership, etc. and where formed, incorporated or domiciled] (“AFFILIATE”).

1. Participation. AFFILIATE is part of the PD Gladiators Fitness Network (the “Program”), which connects individuals with Parkinson’s disease and their care partners with the Parkinson’s Foundation, Inc. (“PFI”), as the operator of the Program, independent fitness instructors, physical therapists, certified personal trainers, the YMCA of Greater Atlanta, experienced volunteers, Program host facilities and the like (“PDG Affiliates”). In connection with enrollment in the Program, Participant represents that all information submitted to AFFILIATE is true, correct and complete.

2. Evaluation of Participant. AFFILIATE or a PDG AFFILIATE may request that Participant provide information from third parties (e.g., a doctor's note), as deemed necessary for evaluation prior to and during Participant's participation in the Program, and to provide that information and other relevant information regarding the Participant to PDG Affiliates having a bona fide need to know (as determined by AFFILIATE).

3. Assumption of Risk and Release. Participant understands that the Program involves (a) interaction with PDG Affiliates; and (b) activities that may be hazardous to Participant, including but not limited to, using gym equipment, which may result in injury, disease and even death. Participant further understands and agrees that AFFILIATE does not guarantee Participant’s health or safety and does not assume any responsibility for risk of injury, sickness, death, property damage or loss (“Damages”). Participant expressly assumes such risks that may arise out of or result from participation in the Program.

Participant further understands and agrees that (a) a common symptom of Parkinson’s disease is loss of balance, which can lead to falls, (b) Participant may rest at any time during exercise through the Program and is encouraged to slow down or take a break if Participant feels discomfort or strain at any time during Participant’s involvement in the Program-related activities, (c) exercise is not a substitute for medical attention, examination, diagnosis or treatment and Participant should consult a physician prior to beginning any exercise program and listen to Participant’s body and respect its limits, (d) it is Participant’s responsibility to notify Participant’s instructors, physical therapist, coach or other fitness personnel of any serious illness or injury before engaging in any Program-related exercise or other activities, (e) Participant will not participate in any Program-related exercise or other activities to the extent of strain or pain, and (f) by continuation of any Program-related exercise or other activities, Participant represents that Participant is physically able to undertake any and all physical exercise provided.
Participant, for and on behalf of Participant and the heirs, successors, beneficiaries and assigns of Participant, does hereby covenant to release and not to sue AFFILIATE, its officers, directors, staff, employees, agents, volunteers, successors and assigns and any PDG AFFILIATE (collectively, the “Released Parties”) from any and all liability, claims, demands and causes of action of whatever kind or nature arising out of or relating to (i) AFFILIATE’s or Participant’s performance or non-performance of this Agreement, (ii) the Participant’s participation in the Program, and (iii) any first aid or medical treatment rendered to Participant in connection with the Program. Without limiting the generality of the foregoing sentence, Participant understands and agrees that these covenants discharge the Released Parties from any liability or claim that Participant may have against a Released Party for Damages, regardless of whether such Damages were caused in part by the act or omission of a Released Party.

Participant understands and intends that the release set forth herein shall be effective not only on the date hereof but also on all occasions subsequent hereto when Participant shall participate in the Program.

4. Photographs and other Media. Participant agrees to be photographed or recorded in other media in connection with the Program or other AFFILIATE or PDG AFFILIATE events. Participant understands and agrees that the photographs and/or other media recordings (“Images”) may be used to promote AFFILIATE, PFI, and their respective services and events. Participant hereby irrevocably grants and conveys unto AFFILIATE all right, title and interest in any and all Images taken during the Program or other activities and events of AFFILIATE. Participant understands and agrees that Participant is waiving all rights to privacy and ownership regarding the use of such Images.

5. Term and Termination. This Agreement shall begin on the date executed and shall remain in effect until the parties agree to termination, or either party gives 14 days’ notice of termination to the other party.

6. Miscellaneous. This Agreement shall be governed by and interpreted under the laws of the State of Georgia without giving effect to its conflict of laws rules. Participant acknowledges having had an opportunity to read this Agreement in full and an opportunity to ask any questions regarding its contents by contacting AFFILIATE at the telephone number or e-mail address listed on its website.

Dated:

AFFILIATE
By: _________________________
Title: _________________________

PARTICIPANT:

________________________
Signature

________________________
Print Name:
Exhibit F

Network Best Practices

[To be updated from time to time by PFI after consultation with experts and posted on a designated page on PFI’s webpages for the PD Gladiators Fitness Network]