

LIABILITY AND PUBLICITY RELEASE AND WAIVER

I, _____, an individual having an address of _____

(“**Guardian**”), hereby agree, consent and give permission to the Kids Enjoy Exercise Now (KEEN) Foundation, Inc. (“**KEEN**”), a Maryland corporation having a mailing address of P.O. Box 341590, Bethesda, Maryland 20827-1590, and Kids Enjoy Exercise Now (KEEN) of Greater DC LLC (“**KEEN Greater DC**”) , a Maryland corporation having a mailing address of P.O. Box 341590, Bethesda, Maryland 20827-1590, to allow my child _____, born on _____, (“**Participant**”) to participate in KEEN and KEEN Greater DC sports and recreational activities (the “**Activities**”), conducted by KEEN Greater DC and/or its affiliates, subsidiaries and agents. In exchange for KEEN and KEEN Greater DC allowing Participant to participate in the Activities, I agree on Participant’s behalf, Participant’s heirs, estate, insurers and assigns to fully release KEEN, KEEN Greater DC, their agents, and their staff and volunteers, from any and all damages, injuries (including death), lawsuits, expenses (including attorney fees and expenses), and/or any other liability, of or to Participant or any other person, in connection with Participant’s participation in the Activities, and grant KEEN and KEEN Greater DC LLC the worldwide right in perpetuity, without compensation, to use Participant’s image or likeness for any lawful purpose.

Guardian is the parent of and/or legal guardian of the Participant and is legally able to assume the supervisory responsibility and to waive, indemnify/hold harmless and release KEEN, KEEN Greater DC and the KEEN representatives in the manner described above for all damages, liabilities, claims and injuries sustained or to be sustained by the Participant.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS A WAIVER AND RELEASE OF LIABILITY AND SIGN IT VOLUNTARILY.

Date: _____

Signature

Printed Name: _____

Address: _____