

Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on August 20, 2020 by and between YMovement LLC (hereinafter, "YMovement LLC"), of 1835 Avenida Martina, Roseville, California 95747 and YMovement User (hereinafter, "YMovement User"), of _____, _____, _____, _____.

YMovement LLC and YMovement User are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, YMovement User will choose to use the YMovement platform and services from YMovement LLC: YMovement User chooses to use the YMovement platform.

ALL YMOVEMENT SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. SERVICES NOT INTENDED TO DIAGNOSE ANY MEDICAL OR HEALTHCARE CONDITION, AFFECT THE ADVICE OF A LICENSED HEALTHCARE PROFESSIONAL, OR PROVIDE ANY MEDICAL ADVICE, DIAGNOSIS, TREATMENT OR GUARANTEE

The nutrition information YMovement provides is designed to safely align with YMovement's related exercise programs. You must consult a licensed healthcare provider before engaging in any nutrition plan or altering any dietary regimen. This is especially true if you have any special medical needs or conditions, such as food allergies, dietary restrictions or if you are pregnant or breast feeding. YMovement is not a substitute for professional care. If you have or suspect you may have a medical or psychological issue, or a nutritional or dietetic condition, you must consult your medical doctor, psychologist or nutritionist, as appropriate.

Assumption of Risk. You acknowledge and agree that your involvement with any YMovement Services may involve potentially dangerous physical or mental activities that may lead to personal and/or bodily injury, death, temporary or permanent disability, loss of services, loss of consortium, or damage to or loss of property or privacy. You acknowledge and willingly accept these risks and agree to release and hold harmless YMovement from and against all claims, suits, damages, losses, causes of action, costs, expenses or liability arising out of or related to your access, use and/or involvement with any YMovement Services.

WHEREAS, in exchange for valuable consideration, YMovement User desires to hold harmless YMovement LLC from any claims and/or litigation arising out of YMovement User's performance of the work of providing these services.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, YMovement LLC and YMovement User hereby agree as follows:

TERMS

1. Hold Harmless. YMovement User shall fully defend, indemnify, and hold harmless YMovement LLC from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary

loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of YMovement User, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers . This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to YMovement LLC for all legal fees, expenses, and costs incurred by it.

2. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

3. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

5. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under California law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under California law.

8. Applicable Law. This Agreement shall be governed exclusively by the laws of California, without regard to conflict of law provisions.

9. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating

to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of California. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.