

MILLY IN MOTION, INC. PARTICIPANT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2026, by and between _____ (hereinafter referred to as "Participant") and Milly In Motion, Inc., a nonstock corporation duly organized under the laws of the Commonwealth of Virginia, (hereinafter referred to as "Milly In Motion" or "Released Party").

WITNESSETH: Milly In Motion is a non-profit organization that was formed to help ensure that physical fitness with the aid of a certified special population personal trainer is available to anyone who has been diagnosed with an intellectual or other developmental disability and who wants to exercise to stay in good physical condition, but who cannot afford the associated costs. Milly In Motion will provide funding for the provision of such services to Participant, who is an individual diagnosed with an intellectual or other developmental disability, in accordance with the terms herein. Milly In Motion has developed and maintains relationships with people and/or organizations who are certified to provide training services to persons diagnosed with an intellectual or other developmental disability (such persons being hereinafter referred to as "Trainers"). In addition to providing funding, Milly In Motion may refer a Participant to Trainers with whom it has developed relationships.

NOW THEREFORE, in consideration of the Milly In Motion's willingness to provide funding, the Participant agrees as follows:

Provision of Funding: Milly In Motion hereby agrees to provide funding toward up to a total of twelve (12) training sessions for the benefit of Participant. For individual training sessions, Milly In Motion will fund all but ten dollars (\$10.00) per individual training session. For group training sessions, Milly In Motion will fund all but five dollars (\$5.00) per group training session. Participant shall be responsible for making any such payments to Milly In Motion prior to and as a condition to participating in any such training session. Following the completion of the twelve (12) training sessions addressed herein, Participant shall be placed on the waiting list for additional training sessions, which will be subject to the same payment terms described herein. Participant may elect to remove himself or herself from the waiting list at any time. **Participant understands that it must engage with Milly in Motion directly to receive the funding described herein.** Milly In Motion relies upon and can only provide the funding to the extent it receives the contributions and grant dollars necessary to fund the services provided by the Trainers. For avoidance of doubt, Milly In Motion will provide the funding described in this section only to the extent it is financially able to provide such funding toward the training services addressed herein. In the event Milly In Motion desires to terminate this Agreement or is unable to fund the training services, it shall provide notice of termination of this agreement to the Participant (or his or her guardian) and shall have no further obligation or liability to the Participant. Following termination of this agreement, all other provisions of this agreement shall survive.

Medical Clearance: The Participant acknowledges that it is their own responsibility to ensure that they are physically and mentally capable of participating in the training services. **The Participant acknowledges that they have consulted with an appropriately licensed medical provider regarding their ability to engage in the training services and has been approved to engage in the training services.**

Express Assumption of Risk: Participant acknowledges being aware that engaging in physical fitness activities with the aid of a Trainer may pose potentially serious risks of injuries or death to him/her. Participant is aware of the intrinsic dangers of physical fitness activities. Participant understands that he/she may be injured or die as a result of his/her negligence, the negligence of the Trainer, or through no fault of Participant or anyone else, because of the nature of the activity in which Participant is going to be engaged. **The Participant willingly assumes full responsibility for the risks associated with participation in the training services and accepts full responsibility for any loss, damages, injury, or death that may result therefrom.**

Release of Liability: WITH THE KNOWLEDGE OF THE FOREGOING, AND AS AN INDUCEMENT FOR MILLY IN MOTION TO ALLOW PARTICIPANT TO RECEIVE ITS FUNDING, TO THE EXTENT PERMITTED BY LAW, PARTICIPANT HEREBY AGREES TO WAIVE OR RELEASE ANY AND ALL RIGHTS THAT PARTICIPANT OR HIS/HER HEIRS OR GUARDIANS MAY HAVE TO MAKE A CLAIM, NOW KNOWN OR UNKNOWN, AGAINST RELEASED PARTY AND ANY MEMBERS OF ITS BOARD OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, AND ASSIGNS, ARISING FROM ANY LOSS, DAMAGES, INJURY OR DEATH WHICH

PARTICIPANT MIGHT SUSTAIN OR WHICH MIGHT OCCUR AS A RESULT OF PARTICIPANT RECEIVING THE TRAINING SERVICES, OR WHICH MIGHT ARISE FROM ANY DISPUTE BETWEEN THE PARTICIPANT AND THE TRAINER.

Further, Participant understands that disputes may arise between the Participant and the Trainer. Participant acknowledges that Milly In Motion will have no responsibility for settling any such disputes.

Indemnification: THE PARTICIPANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTY (AND THE RELEASED PARTY’S EMPLOYEES, AGENTS, VOLUNTEERS, SUCCESSORS, AND ASSIGNS) FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, LOSSES, COSTS, DAMAGES, EXPENSES, SETTLEMENTS, JUDGMENTS, CAUSES OF ACTION AND LIABILITIES OF ANY KIND WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN, INCLUDING REASONABLE ATTORNEYS’ FEES, ARISING OUT OF OR RESULTING FROM ANY CLAIM RELATED TO PARTICIPANT’S PARTICIPATION IN THE TRAINING SERVICES, INCLUDING WITHOUT LIMITATION THE PARTICIPANT’S BREACH OF THIS AGREEMENT.

Consent to Being Photographed. The Participant further hereby consents to Milly In Motion photographing, video recording, or audio recording, himself/herself while engaged in the physical training sessions mentioned in this document. Further, the Participant agrees that Milly In Motion is permitted to use such photographs and/or recordings as Milly In Motion deems fit.

Governing Law. This agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia without reference to its conflict of law provisions. The Participant expressly and irrevocably agrees that any suit or proceeding arising under this Agreement or the consummation of the transactions contemplated hereby, shall be brought in the state court located in Hampton, Virginia. By execution hereof, the Participant expressly and irrevocably submits to the in personam jurisdiction of the state court located in Hampton, Virginia.

Binding upon Heirs, etc. All terms and conditions of this agreement shall be binding on Participant and his/her/its successors in interest, including, but not limited to their heirs, administrators, personal representatives and assigns.

Waiver. No term, provision or condition of this agreement, nor their strict performance, nor any remedy provided for their breach shall be waived or lost by any prior acquiescence or forbearance on the part of Milly In Motion.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Recitals. The foregoing recitals are hereby incorporated into and made a part of this agreement.

Description of Medical Conditions:

The Participant has read and understands the foregoing assumption of risk, and release of liability, and further acknowledges its indemnification obligation to the Released Party. The Participant understands that by signing this form, the Participant may be waiving valuable legal rights.

Signature of the Participant: _____ **Date:** _____

If the Participant is under the age of 18:
Signature of Parent or Guardian: _____ **Date:** _____

(Parent/Guardian) Print Name: _____