

InBody Challenge

GENERAL PARTICIPANT AND RELEASE AGREEMENT

The InBody Challenge (“Challenge”), as chosen by the individual named and signed herein (“Participant”) prior to being prompted to execute this General Participant and Release Agreement (“Agreement”), is being administered by Biospace, Inc., a California corporation, doing business as InBody (“Administrator”). The Challenge, as chosen by Participant prior to being prompted to execute this Agreement, is being sponsored by the Sponsor (“Sponsor”) as specified on Administrator’s website description of said Challenge. All federal, state and local laws apply.

This Agreement is being executed by the Participant in the Challenge named below for the benefit of Sponsor and Administrator. This Agreement is entered into by and between Administrator, Sponsor, and Participant, separately a “Party” and collectively the “Parties.”

By voluntarily signing up for the Challenge, Participant certifies that the Participant is physically healthy and has NOT been advised to NOT participate in this Challenge by a qualified medical professional, and Participant is not aware or should not reasonably be aware of any condition that Participant may have that may present a health risk to Participant if Participant participates in the Challenge. Administrator recommends that Participant NOT participate in the Challenge if Participant is pregnant, menstruating, or has medical implants, such as pacemakers, metal implants, insulin pumps or similar devices or components.

Any information, data or advice provided to Participant pursuant to the Challenge is provided to Participant for informational purposes only and does not constitute professional medical advice, diagnosis, treatment, cure or recommendations of any kind. Participant should always seek the advice of a qualified health care professional with any questions or concerns Participant may have regarding individual needs and any medical conditions.

The purpose of this event is to encourage Participants to achieve and maintain good mental and physical health by changing their body composition through a combination of diet and exercise. The Challenge is a contest, and NOT a lottery or sweepstakes.

OFFICIAL RULES:

1. Participant must complete an initial weigh-in as well as a final weigh-in on the first and last day of the Challenge, respectively. A picture will be taken of Participant for Sponsor’s and Administrator’s records on Participant’s initial and final weigh-in days. As used in the Challenge, a “weigh-in” includes collection and recording of Participant’s body compositional data as well Participant’s weight.

a. Mid-point weigh-ins are available and provided by the Administrator as a complimentary and non-mandatory service in order to assist Participant's with tracking their progress.

b. Mid-point weigh-ins will be set for specific dates; in order to participate in a mid-point weigh in, Participant must pre-schedule the weigh-in via the Appointlet Scheduler application, located at <https://inbody-usa.appointlet.com/s/weigh-in-appointment/inbody-challenge>

c. If Participant misses their scheduled weigh-in, Participant is free to reschedule for another available time slot, subject to availability.

d. For more information, including mid-point weigh-in dates and times, please contact Administrator at challenge@inbody.com.

2. To be eligible to enter:

a. Participant **MUST register** through the Administrator's and/or Sponsor's website and/or registration form, in accordance to Sponsor's designated registration protocol, and **sign** this Agreement **prior to Participant's arrival**;

b. Participant **MUST submit** a signed copy of this Agreement, signed by Participant, and entry fee, if applicable, to Administrator's staff members upon Participant's arrival.

i. Entry fees are not refundable or returnable under any circumstance once payment is submitted to or collected by Administrator's or Sponsor's staff members. All entry fee submissions and collections are final, unless otherwise authorized by Sponsor. Each inquiry regarding a refund or return of the entry fee will be reviewed by Sponsor on a case by case basis. Sponsor has sole and absolute discretion and authority to authorize or deny a refund or return of the entry fee to Participant.

ii. If the form and entry fee have been previously submitted to Administrator's or Sponsor's staff members, or by other applicable means, Participant must provide a receipt on the day of the initial weigh-in as proof of submission and payment.

c. Participant **MUST** complete Participant's initial weigh-in on an InBody 570 or similar device at the designated location (the "Weigh-In Location"). After Participant completes the weigh-in, a result sheet will be printed for Participant's reference. **Participant must also provide valid photo identification showing Participant's name, date of birth and address as it appears on the registration.**

d. Participant **MUST** provide Administrator with Participant's mobile phone number (if applicable) which will be used as Participant's unique Challenge identifier.

e. Administrator shall not use Participant's personal information, including mobile phone number for any purpose other than to serve as Participant's unique Challenge identifier and shall take all reasonable measures necessary to keep such mobile phone number confidential. Administrator shall be compliant and remain compliant with the California Consumer Privacy Act for the duration of the

Challenge.

3. To be eligible to win:

- a. Participant **MUST** complete the prior listed entry eligibility items;
- b. Participant **MUST** measure Participant height on the BSM 170 during the initial weigh-in;
- c. Participant **MUST** measure Participant's blood pressure on the BPBIO 320S during the initial weigh-in;
- d. Participant **MUST** input Participant's data into an InBody 570 or similar device during the initial weigh-in as well as the final weigh-in;
- e. Participant **MUST** input the height measurement provided by the BSM 170 into an InBody 570 or similar device during the initial weigh-in as well as the final weigh-in;
- f. Participant **MUST** input the same height during the initial weigh-in and the final weigh-in; and
- g. Participant **MUST** complete Participant's final weigh-in on an InBody 570 or similar device at the Weigh-In Location.

4. Sponsor will award 2,000.00 USD to the top performing Male Participant, 2,000.00 USD to the top performing Female Participant, 1,000.00 to the runner-up Male Participant, and 1,000.00 to the runner-up Female Participant ("Prize") based on an analysis of the data output derived from the LBM formulas and calculations the Administrator designated to use to determine the winners of the Challenge. The LBM formulas and calculations are subject to change based on the sole and absolute discretion of the Administrator. The Administrator, in its sole and absolute discretion, may also review and adjust the LBM formulas and calculations based on what the Administrator deems to be fair and accurate.

5. For purposes of fair competition and a common baseline for performance evaluation, Participants must enter into the Challenge with the gender category assigned to them at birth, regardless of gender identity or gender-transition; all Participants must remain in the same competition category for the entire duration of the Challenge.

6. The Sponsor will distribute the designated prize(s) to the winner(s) as appropriate.

7. Sponsor will file an IRS Form 1099 in the name of any winners, if applicable, for the value of the prizes awarded. The odds of winning a prize are dependent on the number of eligible Participants.

8. Administrator will notify Sponsor of the winners by **5:00pm** two weeks after the final weigh-in. Sponsor will notify winners via the contact information provided by Participant during registration. If any winner **fails to respond within 15 business days** of when the call/email is placed or sent, **Participant will forfeit Participant's right to the prize and an alternate winner will be**

selected, and the process of notification and selection will be repeated as necessary. The winners will then be announced publicly on Sponsor and/or Administrators website, within five business days following the final determination and announcement of the winners.

9. Participant, if selected, must participate in a video recorded interview conducted by Administrator and/or Sponsor regarding Participant's experience throughout the duration of the Challenge. Participants who fail to comply to participate in a video recorded interview as requested by Administrator and/or Sponsor will be disqualified from the Challenge.

CONDITIONS:

1. If there is a dispute about how the winner(s) was/were chosen, Administrator reserves the right to disqualify any or all of the entries submitted from the disputed winner(s), in Administrator's sole and absolute discretion. Administrator reserves the right, in its sole and absolute discretion, to disqualify any Participant for the following reasons: not complying with this Agreement; tampering with the operation of the Challenge; engaging in false or deceptive acts; use of any artificial or unhealthy means of alteration in body composition, including but not limited to, liposuction, weight loss surgery, or other similar procedures; failure to cooperate with Administrator during the winner confirmation process, including but not limited to, not cooperating with an Administrator-ordered confirmatory verified weigh-in; engaging in unhealthy practices; engaging in verbal or physical harassment of any kind; or engaging in illegal practices of any kind. Sponsor has the right, at its sole and absolute discretion, to review and revise any Administrator actions under this paragraph, and Sponsor shall be solely responsible for such review and revisions.

2. Administrator reserves the right, in its sole and absolute discretion, to revise this Agreement for any reason, at any time, and without any notice to the Participant.

3. Administrator is not responsible and will not be held liable for technical or communication malfunctions or errors or failures of any kind, including but not limited to, lost or unavailable network connections; unauthorized human intervention; traffic congestion; incomplete or inaccurate capture of registration information (regardless of cause); incomplete or inaccurate capture and/or input of body composition information (regardless of cause); or failed, incomplete, or delayed computer transmissions, which may limit one's ability to enter the Challenge.

4. Administrator reserves the right, in its sole and absolute discretion, to cancel or suspend the Challenge if less than fifty (50) Participants are present at the initial weigh-in event. Administrator reserves the right, in its sole and absolute discretion, to cancel or suspend the Challenge if less than thirty percent (30%) of Participants return for the final weigh-in event. In the event the Administrator cancels or suspends the Challenge, Administrator will donate all payments collected from Participants and/or Sponsors to the CHOC (Children's Hospital of Orange County) Foundation.

5. Administrator reserves the right, in its sole and absolute discretion, to cancel, modify, or suspend the Challenge if it cannot be completed as planned due to unauthorized intervention, technical failures, typographical or production errors in the Official Rules or other advertising for the

Challenge, or other conditions beyond Administrator's or Sponsor's control. In such case, Sponsor may, at its sole and absolute discretion, select the winner(s) from all eligible entries received unaffected by the problem.

6. Administrator reserves the right, in its sole and absolute discretion, to cancel the Challenge at any time for any reason or no reason, including but not limited to lack of Participants in the Challenge.

7. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ADMINISTRATOR AND SPONSOR RESERVE THE RIGHT TO SEEK DAMAGES FROM THE PERPETRATOR TO THE FULLEST EXTENT PERMITTED BY LAW.

8. By participating in the Challenge, except as expressly otherwise provided in this agreement, Participant hereby agrees to Administrator's and Sponsor's collection and usage of Participant's personal information, and acknowledges that the Participant has read and accepted Administrator's privacy policy located at <https://www.inbodyusa.com/pages/privacy-policy>. Participant further agrees to be contacted by Administrator and Sponsor by telephone, mail or email regarding the Challenge.

9. **Personal Information Release:** By participating in the Challenge, the Participant authorizes the use or disclosure of his/her personal information presented on the InBody 570 and BPBIO 320S result sheet. The Participant has the right to withdraw permission for the release of information at any time. The revocation must be made in writing and will not affect information that has already been used or disclosed. The Participant has the right to receive a copy of this authorization. In signing this authorization voluntarily, the Participant further understands that a person to whom information and records are disclosed to, pursuant to this authorization, may not further use or disclose the personal information unless another authorization is obtained from the Participant or unless such disclosure is specifically required or permitted by law.

10. **Binding Arbitration:** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute **cannot** be **settled** through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. Any unresolved controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered under the Streamlined JAMS rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If all parties to the dispute agree, a mediator involved in the parties' mediation may be asked to serve as the arbitrator. The arbitrator(s) will have no authority to award punitive, consequential, incidental or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all Parties. The mediation and arbitration shall be held exclusively in Los Angeles, California.

11. Litigation: Any and all legal actions or claims arising in connection with the Challenge or this Agreement will be governed by, and construed in accordance with, the laws of the State of California and the exclusive venue for such actions or claims shall be state or federal courts located in Los Angeles County, California. Any and all disputes, claims, and causes of action arising out of or in connection with the Challenge, shall be resolved individually, without resort to any form of class action. In any litigation, which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expense, to resolve the dispute and enforce the final judgement.

12. General Provisions: If any provision of this Agreement is held as invalid, illegal, or unenforceable for any reason whatsoever, then the validity, legality and enforceability of the remaining provisions of this Agreement, including, without limitation, all portions of any paragraphs of this Agreement containing any such provision held to be invalid, illegal, or unenforceable that are not themselves invalid, illegal, or unenforceable, shall not in any way be **affected** or impaired thereby. No cancellations, amendments, modifications, or alterations of this Agreement can be made by Participant after this Agreement has been accepted by Participant. In any litigation, arbitration, or other proceeding by which one part either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expense, to resolve the dispute and enforce the final judgement. This Agreement, and any dispute arising from the relationship between the Parties, shall be governed by California law without reference to conflict of laws principles.

INTERVIEW AND PHOTOGRAPH RELEASE:

Administrator desires to conduct an interview of Participant and supplemental and/or follow up Interviews as deemed necessary by Administrator, regarding Participant's Challenge experience. Administrator desires to take, re-use, publish, and republish Photographic Portraits/Pictures/Images of Participant. Participant knowingly and at Participant's own volition grants to Administrator all of Participant's right, title and interest to the interviews and all recordings, Photographic Portraits/Pictures/Images, materials and work product arising out of, in connection with, related to or derived from the interviews and Photography Sessions (the "Work Product").

1. Consent and Grant of Rights:

(a) Pursuant to the terms and conditions of this Agreement, Participant hereby consents to the recording of the Interviews by Administrator in audio, visual and written form. Pursuant to the terms and conditions of this Agreement, Participant hereby consents to the taking of Photographic Portraits/Pictures/Images by Administrator in visual form. Participant hereby grants, sells, conveys, assigns and transfers to Administrator all of Participant's right, title and interest in and to the Interviews, Photographic Portraits/Pictures/Images and the Work Product in perpetuity throughout the world, including but not limited to: the right to copy, reproduce, distribute and use all or a portion of the Interviews, Photographic Portraits/Pictures/Images and Work Product, including but not limited to the statements, personal experiences, remarks, and recollections incorporated into the Interviews, Photographic Portraits/Pictures/Images and the Work Product; the right to quote or paraphrase all or any portion of the Interviews; the right to publish, reproduce, distribute, transmit, broadcast, exhibit, digitize, display, translate, modify, edit, create derivative works of or otherwise

use the Interviews, Photographic Portraits/Pictures/Images and the Work Product; and the right to use and disclose Participant's name, image, likeness and biographical and personal data in connection with the use, exploitation and promotion of the Interviews, Photographic Portraits/Pictures/Images and the Work Product. Upon request of Administrator, Participant shall take such further actions, including execution and delivery of instruments of assignment or conveyance, as may be appropriate or reasonably requested to give full and proper effect or confirmation to the foregoing sale, conveyance, assignment and transfer of the Work Product to Administrator.

(b) Administrator shall have the right to exploit the foregoing rights in all forms and media including publications, advertisements, promotions or other media activities, including but not limited to promotion of Administrator's products and services on Administrator's websites on the Internet, that Administrator may deem appropriate. Participant understands that Administrator shall be the sole owner of all copyright and other rights in and to the Interviews, Photographic Portraits/Pictures/Images and the Work Product and may assign or license such rights in its sole discretion.

2. **Releases:** Participant hereby releases and discharges Administrator from any and all claims that may arise regarding Administrator's use and exploitation of the Interviews, Photographic Portraits/Pictures/Images and the Work Product, including without limitation, any claims based on the right of privacy, the right of publicity, copyright, and defamation.

3. **Disclaimers:** Participant acknowledges that Participant has no rights, title or interest of any kind in the Interviews, Photographic Portraits/Pictures/Images or the Work Product. Participant understands and agrees that Administrator is not obligated to utilize the rights granted in this Agreement and all such rights, permissions and releases herein extend and apply to Administrator and its officers, directors, employees, contractors, agents, licensees, distributors, assignees and successors.

Release of Liability:

IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE CHALLENGE, ON BEHALF OF MYSELF AND MY NEXT OF KIN, HEIRS AND REPRESENTATIVES, I, THE PARTICIPANT EXECUTING THIS AGREEMENT BELOW, RELEASE FROM ALL LIABILITY AND CLAIMS, ADMINISTRATOR, SPONSOR, AND ITS EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, VOLUNTEERS, REPRESENTATIVES AND AGENTS FROM ANY AND ALL CLAIMS, INCLUDING CLAIMS OF NEGLIGENCE, RESULTING IN ANY PHYSICAL OR PSYCHOLOGICAL INJURY (INCLUDING PARALYSIS OR DEATH), ILLNESS, DAMAGES, OR ECONOMIC OR EMOTIONAL LOSS I MAY SUFFER BECAUSE OF MY PARTICIPATION IN THE CHALLENGE, INCLUDING TRAVEL TO, FROM AND DURING THE CHALLENGE. I AM VOLUNTARILY PARTICIPATING IN THE CHALLENGE. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO/FROM AND PARTICIPATING IN THE CHALLENGE, WHICH INCLUDE BUT ARE NOT LIMITED TO PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND/OR DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' ACTIONS, INACTION, OR

NEGLIGENCE; CONDITIONS RELATED TO TRAVEL; OR THE CONDITION OF THE CHALLENGE'S LOCATION. NONETHELESS, I ASSUME CHALLENGE. I ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THE AGREE TO HOLD, ADMINISTRATOR AND SPONSOR HARMLESS FROM ANY AND ALL CLAIMS, INCLUDING ATTORNEY'S FEES OR DAMAGE TO MY PERSONAL PROPERTY, THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION IN THE CHALLENGE. IF ADMINISTRATOR AND/OR SPONSOR INCURS ANY OF THESE TYPES OF EXPENSES, I AGREE TO REIMBURSE ADMINISTRATOR AND/OR SPONSOR. IF I NEED MEDICAL TREATMENT, I AGREE TO BE FINANCIALLY RESPONSIBLE FOR ANY COSTS INCURRED AS A RESULT OF SUCH TREATMENT. I AM AWARE AND UNDERSTAND THAT I SHOULD CARRY MY OWN HEALTH INSURANCE. I UNDERSTAND THE LEGAL CONSEQUENCES OF SIGNING THIS DOCUMENT, INCLUDING (A) RELEASING ADMINISTRATOR AND SPONSOR FROM ALL LIABILITY AND CLAIMS AND (B) ASSUMING ALL RISKS ASSOCIATED WITH THE PARTICIPATION IN THE CHALLENGE. I UNDERSTAND THAT THIS DOCUMENT IS WRITTEN TO BE AS BROAD AND INCLUSIVE AS LEGALLY PERMITTED BY THE STATE OF CALIFORNIA. I AGREE THAT IF ANY PORTION IS HELD INVALID OR UNENFORCEABLE, I WILL CONTINUE TO BE BOUND BY THE REMAINING TERMS. I HAVE READ THIS DOCUMENT, AND I AM SIGNING IT FREELY. NO OTHER REPRESENTATIONS CONCERNING THE LEGAL EFFECT OF THIS DOCUMENT HAVE BEEN MADE TO ME.

FURTHER, I EXPRESSLY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

BY AGREEING TO THIS AGREEMENT, PARTICIPANT CERTIFIES THAT PARTICIPANT IS OVER 18 YEARS OF AGE. PARTICIPANT CERTIFIES THAT PARTICIPANT HAS READ THIS DOCUMENT AND FULLY UNDERSTANDS ITS CONTENTS. PARTICIPANT IS AWARE THAT THE CHALLENGE IS A VOLUNTARY EVENT AND PARTICIPANT IS VOLUNTARILY AGREEING TO THIS PARTICIPANT AGREEMENT AND LIABILITY RELEASE FORM.

PARTICIPANT, by signing and dating below, agrees to be bound to the terms and conditions of this Agreement.

Print Name

Date

Sign Name