

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

FOR AND IN CONSIDERATION of being permitted to voluntarily participate in the Fit Nation Wellness Program **Warner Bros. Discovery 5K & Trot** (the "**Event**"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that my participation in the Event is voluntary and for my sole benefit. I understand that my participation in the Event is independent of my family member or employee host's employment and not an expressly or impliedly required incident of their employment or an act being carried out in the course of their employment. I further understand, agree, and acknowledge that that I have elected to participate of my own accord, without coercion or duress. I further understand, agree, and acknowledge that the Event will not produce any substantial direct benefit to **Warner Bros. Discovery, Inc.**, its affiliates or subsidiaries beyond improvement to health and morale that is common to all kinds of recreation and social life. I further acknowledge, agree and represent that I will not receive any pay or remuneration of any kind for participation in the Event.
2. ACKNOWLEDGE, agree, and represent that I understand the nature of the Event and that I am qualified, in good health, and in proper physical condition to participate in the Event. I do not suffer from any known physical or mental disability or condition that would prohibit or restrict me from participating in the Event or that would endanger myself or others if I participate in the Event. I have been advised that any person partaking in a fitness event, or initiating a substantial change in the amount of regular physical activity performed, should obtain an examination by a physician prior to partaking in such event. If I have chosen not to obtain a physician's examination and/or consent prior to partaking in the Event, I agree that I am doing so solely at my own risk and by my own choice. I understand that it is my sole responsibility to participate in activities that are appropriate for the current status of my health. If I have any questions or concerns about whether a particular activity is appropriate to my current health status, I understand it is my responsibility to consult my doctor as to that question or concern. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Event.
3. FULLY UNDERSTAND that: (a) the Event involves risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("**Risks**"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Event, the conditions in which the Event takes place, or the negligence of the "Releasees" named below; and (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Event.
4. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE **Warner Bros. Discovery, Inc.** and any of its past, present, or future parent corporations, subsidiaries, divisions, affiliates, licensees, successors and assigns and its and their officers, directors, agents, trustees, insurers, attorneys, employees, administrators, members, volunteers, and other participants (collectively referred to as "**Releasees**") from all liability, claims, demands, losses or damages caused or alleged to be caused to me or my family members and dependents in whole or in part by any acts or omissions of the Releasees, "Fit Nation" or otherwise in connection with or arising out of or pertaining to my participation in the Event, including, without limitation, through negligence or negligent rescue operations; and I further agree that that if, despite this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorneys' fees and costs, loss, liability, damage, or cost which may incur as the result of such claim.
5. ACKNOWLEDGE, agree and represent that **Warner Bros. Discovery, Inc.** and each of its licensees, subsidiaries, affiliates, divisions, successors and/or assigns, shall have the right to use, re-use, publish, re-publish, distribute, display, license, disseminate and otherwise exploit (and authorize others to do the same), throughout the world, any and all photographs, videotapes, recordings and/or likenesses of

me or any of my family members and dependents (and any portions, reproductions, composites, distortions and/or transformations thereof), in any medium now or hereafter known, taken or created in connection with my participation in the Event (collectively, the “**Depictions**”), for and/or in connection with any purpose whatsoever (specifically including, without limitation, any advertising, promotional and/or trade purposes). I expressly assign and grant to **Warner Bros. Discovery, Inc.** all other rights, including copyrights (and all extensions and renewals thereof), in and to the Depictions, which **Warner Bros. Discovery, Inc.** may secure exclusively in its own name or that of any designee. I hereby waive any right to inspect or approve the Depictions, and/or any products and/or materials used in conjunction therewith, and I acknowledge that the Depictions may be used with or without my or my family members’ name. I acknowledge that, except as otherwise set forth herein, I will not receive any payment, consideration or remuneration in connection with the grant and/or exercise of the rights set forth herein, and I release **Warner Bros. Discovery, Inc.** and its licensees, subsidiaries, affiliates, divisions, successors and assigns from all liability of any kind (in law or in equity) resulting from or arising out of the same. I warrant and represent that I am over the age of majority, and fully authorized to enter into this Agreement and to grant the rights herein granted. I shall defend, indemnify and hold **Warner Bros. Discovery, Inc.** and its licensees, successors and assigns harmless from and against any and all claims to the contrary.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IF I WANTED TO ABOUT IT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. THIS DOCUMENT SHALL BE GOVERNED BY GEORGIA LAW.

Name of Adult Participant (Print and Sign)

Date: _____