

EXHIBIT B

Waiver and Release Form

I, _____ [printed name] hereby waive and release, indemnify, hold harmless and forever discharge Tristan Lewis, Personal Trainer (“Instructor”), Southern Land Company, LLC, and The Westerly Community Association, Inc., their agents, employees, officers, directors, affiliates, successors and assigns (collectively, the “Released Parties”) of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities of every kind and nature, known or unknown, in law or equity, that I have or may have, arising from or in any way related to participation in any of the activities conducted by, on the premises of, or for the benefit of the Released Parties, including specifically Fitness Instruction (the “Activities”) located at the Westerly Community in Erie, CO beginning **April 1st, 2025 – March 31, 2026**.

I understand that the Activities in which I participate are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, administrators, executors and next of kin, I waive all claims for damages, injuries and death sustained to Participant or my property that I may have against the Released Parties, including claims in tort, contract, equity or otherwise.

I acknowledge, agree, and represent that I understand the nature of the Activities in which I will engage with Tristan Lewis and that I am qualified, in good health, and in proper physical condition to participate in such Activities. *I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately cease from engaging further in such Activities.*

By execution hereof, I assume any risk and take full responsibility and waive any claims of personal injury, death or damage or loss to personal property associated with any Activities in which I will engage with Tristan Lewis, including but not limited to using the facilities of the Released Parties and its equipment in any manner, form, or fashion.

The provisions of this Waiver and Release may be waived, altered, amended, or repealed, in whole or in part, only upon the prior written consent of all the Released Parties. The provisions of this Waiver and Release shall continue in full force and effect after the termination of the Activities conducted by, on the premises of, or for the benefit of the Released Parties.

I have read, understand, and fully agree to the terms of this Waiver and Release. I understand and confirm that by signing this Waiver and Release I have given up considerable future legal rights. I have signed this Waiver and Release freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me.

My signature is proof of my intention to execute a complete and unconditional waiver and release of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter this Waiver and Release.

Date: _____

Signature: _____

Witness: _____