



WAIVER OF LIABILITY

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, _____, hereby agree to the following:

1. I hereby acknowledge that I have voluntarily chosen to use the Anti-Gravity Treadmill (the "Product"), and have full knowledge of the risks that this activity presents, including risks of personal injury. I further acknowledge that AlterG, Inc. (the "Company") and it employees, directors, agents, consultants and representatives have made no representation or promises to me, either expressed or implied, as to the operation and use of the Product. I agree to assume any and all risk of personal injury in connection with my use of the Product.

2. I hereby unconditionally and irrevocably release and forever discharge the Company and its parents, subsidiaries, affiliates, successors, assigns and licensees, and each of their respective directors, officers, employees, agents, contractors, partners, shareholders, and representatives (collectively, the "Released Parties"), from and against any and all claims, liens, agreements, contracts, actions, suits, costs, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden (collectively, "Claims") arising out of or in connection with my use of the Product and my activities associated with the Product, including, without limitation, any Claims from any and all actions, causes of actions, claims and demands for, upon or by reason of actions for any damage, loss or injury to person and property and death. I knowingly and voluntarily waive any and all rights and benefits conferred upon me by the provisions of Section 1542 of the California Civil Code or by any similar law or provision, which Section reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

I further agree to refrain and forbear forever from commencing, instituting, or prosecuting any lawsuit, action, or proceeding, including without limitation arbitration, against any of the Released Parties based upon any Claims arising out of or in connection with my activities associated with the use of the Product.

3. I represent and warrant that I have the full right, power and authority to enter into this Waiver and to grant all rights granted hereunder. This Waiver shall be binding upon me and my heirs, executors, administrators, successors, licensees and assigns, and shall inure to the benefit of the Company and the Released Parties. This Waiver shall be construed in accordance with the laws of the State of California.

AGREED & ACCEPTED:

PRINT NAME: _____

SIGNATURE: _____ DATE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____