

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT

WARNING: PLEASE READ CAREFULLY BEFORE SIGNING! THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

1. Each person participating in the Sport (defined below) is referred to as "Participant." I, the undersigned, am a Participant and, if a Participant is under 18, I am the minor Participant's parent or legal guardian. Participant has contracted to use the facilities and/or equipment, or the purchase of provision of lessons, instruction and/or training related to ninja warrior training, parkour, free running, obstacle courses, gymnastics, tumbling, tricking, running, climbing, jumping, throwing, weightlifting, nutrition, injury prevention, and/or activities incidental thereto, individually and collectively (the "Sport") and use of equipment and facilities at any public or private location operated by the Gym (collectively, the "Facilities" and "Equipment"). I understand that this Waiver and Release is being executed in favor of the Gym and its owners, affiliates, officers, agents, employees, landowners, sponsors, successors and assigns (the "Released Parties").

2. I understand the dangers and risks of the Sport and that Participant ASSUMES ALL INHERENT DANGERS AND RISKS of the Sport.

3. I understand and acknowledge that serious disabilities, illness, death, accidents, injuries can occur during any of our activities related to the Sport and the use of the Facilities and Equipment. I further understand and acknowledge that attending, participating in, volunteering at or spectating at the Gym activities may require me to perform strenuous activities, or to be exposed to activities, conditions, individuals, equipment or events which have potential to cause illness, serious injury, disability, death or property loss. Knowing the risks inherent in and connected with Sport, on behalf of myself, my executors, administrators, heirs, successors, assign, and next of kin, I hereby fully assume the risks of injury, illness, disability, death, or loss or damage to person or personal property inherent, and/or in any way connected with participating in the Sport, spectating at an event or Sport at the Facilities even if arising from the negligence of other persons executing a similar waiver and release of liability. I understand and agree that this agreement is a full and final release covering all known and unknown and unanticipated injuries, debts, claims, or damages that have arisen or may have arisen from any matters, acts, omissions, or dealings released in this agreement. I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE SPORT AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

4. In consideration for allowing Participant to participate in the Sport, I AGREE, to the greatest extent permitted by law, TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE First State Gymnastics, Inc. dba First State Gymnastics (the "GYM") and all their respective insurance companies, successors in interest, commercial & corporate sponsors, affiliates, agents, employees, representatives, assignees, officers, directors, and

shareholders (each a “Released Party”) FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I OR PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT’S PARTICIPATION IN THE SPORT, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY’S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST THE RISKS, DANGERS AND HAZARDS OF THE SPORT. In further consideration for allowing Participant to participate in the Sport, I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH I AM NOT AWARE, THOSE NOT MENTIONED IN THIS RELEASE AND THOSE RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.

5. I ALSO AGREE TO PAY ALL COSTS, INCLUDING ATTORNEYS’ FEES, INCURRED BY ANY RELEASED PARTY IN DEFENDING AN INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON PARTICIPANT’S BEHALF WHETHER ARISING IN WHOLE OR IN PART FROM PARTICIPANT’S PARTICIPATION IN ANY SPORT OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

6. I represent that Participant is in good health and that there are no special problems associated with Participant’s physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Participant which may be necessary and agree to be fully responsible for any costs associated with such care or transport to such care.

7. I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Sport.

8. I agree that any and all claims for loss, injury and/or death arising from Participant’s participation in the Sport shall be governed by the law of the State of Delaware and the exclusive jurisdiction of any such claim will be a Delaware court of competent jurisdiction.

9. BY SIGNING ON BEHALF OF A MINOR OR OTHER PARTICIPANT, I REPRESENT THAT I AM AUTHORIZED TO SIGN ON PARTICIPANT’S BEHALF and/or I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT and acknowledge that Participant is bound by all the terms of this Agreement. I understand that the minor Participant would not be permitted to take part in any of the activities unless I agree to the terms of this Agreement. By signing this Agreement without a parent or legal guardian’s signature, I represent, under penalty of fraud that I am at least 18 years old.

10. I understand that this Agreement will apply for each and every day Participant participates in any Sport. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

MINOR PARTICIPANT INFORMATION
Requires Parent/Guardian to Complete, Sign & Date Below

MINOR #1 – Last Name, First Name, M.I. (print)

Date of Birth - (MM-DD-YYYY)

Signature of Parent/Guardian

Name of Parent/Guardian (Print)

DATE: _____

MINOR #2 – Last Name, First Name, M.I. (print)

Date of Birth - (MM-DD-YYYY)

Signature of Parent/Guardian

Name of Parent/Guardian (Print)

DATE: _____

ADULT PARTICIPANT INFORMATION
Required to Complete, Sign & Date Below

ADULT #1 – Last Name, First Name, M.I. (print)

Date of Birth - (MM-DD-YYYY)

X _____
SIGNATURE

DATE

ADULT #2 – Last Name, First Name, M.I. (print)

Date of Birth - (MM-DD-YYYY)

X _____
SIGNATURE

DATE

EMERGENCY CONTACT

RELATION

PHONE NUMBER