

TUMBLETOWN 2 WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Child/Participant Name _____ (Please Print)

Parent Name _____ (Please Print)

IN CONSIDERATION for being permitted to utilize the services, programs, instruction, facilities, premises and equipment of Tumbletown 2 of LaGRANGE, LLC (hereinafter "Tumbletown") and/or for my children listed above to so participate for any purpose, including, but not limited to, training, instruction, observation, use of facilities and equipment, or participation in any off-site program affiliated with Tumbletown: The undersigned, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment and facilities and affiliated programs and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including cases in Troup County, Georgia. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and the Georgia Department of Public Health (DPH), for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of Tumbletown within 14 days after: returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice; exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice; or exposure to any person who has a suspected or confirmed case of COVID-19. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of Tumbletown if he or she experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify Tumbletown immediately if he or she believes that any of the foregoing access/use restrictions may apply.

Tumbletown has taken reasonable steps to implement recommended guidance and protocols issued by public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that Tumbletown may revise its procedures at any time based on updated recommended guidelines and protocols issued by public health agencies or governmental entities, or by medical and/or legal authorities consulted by Tumbletown, and further agrees to comply with the revised procedures prior to utilizing the facilities, services, and programs of Tumbletown, whether advised orally, in writing, or by other means of dissemination. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by Tumbletown, social distancing of six feet per person among children and their instructors or care givers in a training setting is not possible. The undersigned fully understands

and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of Tumbletown and acknowledges that use thereof by the undersigned and/or such participating children may, despite Tumbletown's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE PREMISES OF TUMBLETOWN FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, TRAINING, INSTRUCTION, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH TUMBLETOWN, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, DISCHARGES AND COVENANTS NOT TO SUE Tumbletown, its directors, officers, employees, volunteers and agents, releasing them from all liability to the undersigned, such participating children, and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any injury, illness or death, of the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of Tumbletown or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Tumbletown.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS Tumbletown, its directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any participating child is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Tumbletown. The undersigned understands and agrees that Tumbletown is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Tumbletown.

The undersigned agrees and acknowledges that use of Tumbletown facilities and services, and participation in its programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness, injury or death. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of Tumbletown and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with Tumbletown. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children

contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY TUMBLETOWN FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

Signature

Date

Emergency Contact Name

Emergency Contact Number