Bartlesville Bungee Fitness RELEASE OF LIABILITY AND ASSUMPTION OF RISK I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“I” or “me”) desire to participate in bungee dance classes, training, or other related services (the “Activity” or “Activities”) provided by Bartlesville Gymnastics Club As Lawful consideration for being permitted by Bartlesville Gymnastics Club in the Activity, I agree to all the terms and conditions set forth in this agreement (this “Agreement”). I am aware and understand that the Activities are dangerous, involved the risk of serious injury and/or death and/or property damage, and I agree to follow all instructions so that I may safely participate in the Activities. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or the rescue operations of the Gymnastics Club. I acknowledge that I am voluntarily participating in the activities with the knowledge of the danger involved and hereby agree to accept and assume all risks of injury, death, or property damage, whether caused by the negligence of Elevate or otherwise. I hereby consent to and permit any emergency treatment in the event of injury or illness. I represent and warrant that I am in good physical health and do not suffer from any medical condition which would limit my participation in the Activities, the classes and training offered by the Gymnastics Club. I understand that it is my responsibility to consult with a physician prior to, and regarding my, participation in any of the Activities, the classes and training offered. I acknowledge and agree that if I am under the influence of alcohol I will not engage in the Activities. I hereby confirm that I have no emotional or health problems incompatible with the Activities. I hereby expressly waive and release all claims, now known or hereafter known, against the Gymnastics Club, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, the Bartlesville Gymnastics Club, the “Released Parties”). on account of injury, death, or property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence of the Released Parties or otherwise. I covenant not to make or bring any such claims. I shall defend, indemnify, and hold harmless the Released Parties against all losses, damages. abilities, deficiencies, claims, actions, judgements, settlements, interests, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers arising out or resulting from any claim of a third party related to the Activities. I hereby irrevocably authorize and license the Released Parties the right to use, display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, and exploit my name, image, likeness, appearance, and voice in all materials created by or on behalf of the Release Parties, that incorporate any of the foreign (collectively “Materials”) all of which are owned solely by the Released Parties, on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created and for any purpose, including but not limited to, advertising, public relations, licensing, publicity, packaging, and promotion of the Released Parties and their affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to me. I hereby irrevocably release and discharge the Released Parties from any and all claims I might have, including those for copyright or traders infringement, infringement of moral rights, defamation, invasion of rights of privacy or rights of publicity, false light, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world arising directly or indirectly from the exercise by the Released Parties of their rights hereunder and the use and exploitation of the Materials. This Agreement constitutes the sole and entire agreement of Elevate and me with respect to the subject matter contained herein and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such tern or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the

Bartlesville Gymnastics Club and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other I jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Washington County, Oklahoma and I hereby consent to the exclusive jurisdiction of such courts. BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, THAT I AM AT LEAST 18 YEARS OF AGE, AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE The Bartlesville Gymnastics Club.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Birthdate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ If the individual named above is under 18 years of age, please complete the following: I am the parent or legal guardian of the individual named above, and I hereby sign this Release of Liability and Assumption of Risk on behalf of such individual in accordance with the statements above. I understand and agree to its provisions, consent to the emergency medical treatment and will be responsible for all costs. I have discussed with the participants the requirements to follow all instructions, observe rules and to act in a safe and prudent manner. I concur with representations made by the participant about physical capabilities and working order of equipment and agree Bartlesville Gymnastics Club may use his/her name, image, likeness, appearance, and voice.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Birthdate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_