

RELEASE OF LIABILITY AND WAIVER AGREEMENT



PLEASE READ THIS RELEASE OF LIABILITY AND WAIVER AGREEMENT ("RELEASE") CAREFULLY. THIS RELEASE MUST BE SIGNED BY AN ADULT OF AT LEAST EIGHTEEN (18) YEARS OF AGE.

Signature on this RELEASE waives certain legal rights of PARTICIPANTS to sue TOPGUN GYMNASTICS, LLC, including but not limited to, any of their owners, officers, directors, principals, agents, employees, independent contractors, volunteers, affiliates, participants, clients, customers, invitees/guests, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on their behalf (collectively, "**RELEASED PARTIES**") for any injury, including paralysis or death, caused in whole or in part by the negligence or fault of RELEASED PARTIES.

In consideration of being allowed to participate in the services and activities, including, but not limited to, gymnastics, tumbling, and trampoline use, training, practicing, taking classes, competing, participating in open gym, special events, demonstrations or shows, as well as in traveling to and from the same and any and all other activities related thereto for any reason whatsoever (collectively "**ACTIVITIES**"), provided by RELEASED PARTIES whether located on facilities or premises owned or operated by RELEASED PARTIES including, without limitation, use of any equipment, restrooms, sidewalks, parking lots, stairs, lobby areas, or otherwise or traveling to/from the same. The undersigned hereby agrees to forever release, indemnify and discharge RELEASED PARTIES on behalf of myself, my spouse, legal partner, my minor child(ren) or any person(s) for whom I act as a guardian, my guest(s), heirs, assigns, personal representatives and estate, and all other persons and entities (collectively, "**PARTICIPANT(S)**"). PARTICIPANTS hereby acknowledge, agree and represent that immediately upon entering or participating PARTICIPANTS will, inspect and carefully consider RELEASED PARTIES' premises and facilities. It is further warranted that such entry into/onto RELEASED PARTIES' facilities for observation or use of any facilities or equipment or participation in ACTIVITIES constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that PARTICIPANTS find and accept same as being safe and reasonably suited for the purpose of such observation, use or participation. PARTICIPANTS hereby represent that (i) I/we are in good health and in proper physical condition to participate in the ACTIVITIES; (ii) I/we are not under the influence of alcohol, any substance or any illicit or prescription drugs which would in any way impair PARTICIPANTS' ability to safely participate in any of the ACTIVITIES; and (iii) I/we have not been advised against participating in the ACTIVITIES by a health professional. PARTICIPANTS agree to take sole responsibility to determine whether PARTICIPANTS are sufficiently fit and healthy enough to participate in the ACTIVITIES. PARTICIPANTS agree to be familiar with and to abide by the rules established for the ACTIVITIES, which include without limitation, any rules posted in the facility, provided to PARTICIPANTS by the RELEASED PARTIES and/or that are on PARTICIPANTS' website. PARTICIPANTS accept sole responsibility for PARTICIPANTS' own conduct and actions while participating in the ACTIVITIES, and the condition and adequacy of the equipment. Persons deemed by RELEASED PARTIES to be behaving in an unsafe or disorderly fashion will be asked to leave the facility. PARTICIPANTS understand that RELEASED PARTIES are not responsible for enforcing any rules in the facility or on the premises.

(1) ASSUMPTION OF RISK: This RELEASE includes, without limitations, injuries which may occur as a result of (a) use of any exercise or other equipment on the facilities which may malfunction or break; (b) the RELEASED PARTIES' improper maintenance of any equipment or facilities, (c) the RELEASED PARTIES' negligent instruction or supervision, or any other form of negligence by the RELEASED PARTIES, and (d) slipping or tripping and falling while on the facility or any portion of the premises for any reason, including the RELEASED PARTIES' negligent inspection or maintenance of the premises. PARTICIPANTS agree to be solely responsible for the safety and wellbeing of any guest(s) as well as PARTICIPANTS. PARTICIPANTS understand that RELEASED PARTIES do not guarantee to provide supervision, instruction, or assistance for the use of the facilities and/or equipment. PARTICIPANTS agree that as a condition to using the facilities and/or participating in the ACTIVITIES, PARTICIPANTS shall act in a controlled and reasonable manner at all times, and refrain from using any equipment in a manner inconsistent with its intended purpose. PARTICIPANTS further understand and agree that RELEASED PARTIES are not responsible for property that is lost, stolen, or damaged while in, on, or about the premises or while traveling to or from or at any other location related to involvement with the ACTIVITIES.

(2) DISCLAIMER; RELEASE OF LIABILITY: Despite all known and unknown risks including but not limited to serious bodily injury, permanent disability, paralysis and loss of life, PARTICIPANTS expressly and voluntarily remise, release, acquit, satisfy and forever discharge and agree not to sue RELEASED PARTIES for any injury, death or loss of property, property damage arising as a result of engaging in or receiving instruction in the ACTIVITIES, including ordinary negligence on the part of RELEASED PARTIES, however the same may occur. PARTICIPANTS agree to reimburse RELEASED PARTIES and their insurance company(s) for any money, which they pay to PARTICIPANTS, if PARTICIPANTS make a claim against RELEASED PARTIES.

(3) INDEMNIFICATION: PARTICIPANTS understand that the known and unknown risks may be caused in whole or in part by PARTICIPANTS' own actions or inactions, the actions or inactions of others participating in ACTIVITIES, or the acts, inactions or negligence of RELEASED PARTIES, and in consideration of being allowed to participate in the ACTIVITIES, PARTICIPANTS assume all risk of damage, loss, personal injury, or death as a result of participation in the ACTIVITIES, including any loss due to any negligence of RELEASED PARTIES and agree to indemnify and hold harmless RELEASED PARTIES from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by RELEASED PARTIES as a result of any claims asserted by PARTICIPANTS against RELEASED PARTIES, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments RELEASED PARTIES incur in the event of such loss. PARTICIPANTS agree to indemnify and hold harmless RELEASED PARTIES for any injury, damage and/or harm to PARTICIPANTS caused by RELEASED PARTIES related in any manner to the ACTIVITIES. PARTICIPANTS understand that

this section means that PARTICIPANTS will have to reimburse RELEASED PARTIES for any losses, damages, liabilities, claims, costs, attorneys' fees, or expenses sustained by the RELEASED PARTIES as a result of PARTICIPANTS' using the facility and/or engaging in the ACTIVITIES. PARTICIPANTS agreement to indemnify RELEASED PARTIES includes any attorneys' fees and/or costs incurred to enforce this RELEASE. Further, should any debt and/or judgment accrue in favor of RELEASED PARTIES, pre-judgment and post-judgment interest shall accrue thereon at a rate of 10% per annum or the highest rate allowed by law.

(4) PERMISSION TO USE LIKENESS; DISCLOSURE OF INFORMATION: By entering onto the facilities/premises or by participating in the ACTIVITIES, PARTICIPANTS acknowledge and agree that RELEASED PARTIES reserve the right to use any photograph, video recording, audio recording, or any other media taken at the facilities/premises, during events, or in connection with any of the ACTIVITIES in connection with the RELEASED PARTIES' promotional materials, brochures and website(s). PARTICIPANTS acknowledge and agree that RELEASED PARTIES may disclose any or all of PARTICIPANTS' personal information if RELEASED PARTIES are requested to do so by any governmental agency or authority. PARTICIPANTS further authorize RELEASED PARTIES to use any photographs that contain images of PARTICIPANTS for any purposes for furtherance of the business of RELEASED PARTIES, including, but not limited to, inclusion of such images in advertisements, social media, on websites, or on posters, provided that, no personal information will be associated with any such images, including, but not limited to, name, age, address, school affiliation, or any other identifying information, without PARTICIPANTS prior written consent.

(5) PERMISSION TO ADMINISTER EMERGENCY TREATMENT TO MINORS: In the event of an emergency, PARTICIPANTS authorize RELEASED PARTIES to obtain any necessary medical treatment for PARTICIPANTS (including that pertaining to a minor child(ren) or guest of PARTICIPANTS) and agree to be financially responsible for any medical costs incurred.


(6) TERM: PARTICIPANTS understand that this RELEASE extends forever into the future and will have full force and legal effect each and every time PARTICIPANTS visit any RELEASED PARTIES' facilities, premises or travels to/from any ACTIVITIES. PARTICIPANTS further expressly agree that this RELEASE is intended to be as broad and inclusive as is permitted by the laws of this state and that if any portion hereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

(7) GOVERNING LAW; WAIVER OF JURY TRIAL: This RELEASE shall be governed by and construed in accordance with the laws of the State of Nevada regardless of the fact that any of the parties hereto may be or may become a resident of a different country, state, or jurisdiction. Any suit, action, or proceeding arising out of, or with respect to, this RELEASE shall be filed in a court of competent jurisdiction within the County of Washoe, State of Nevada. The parties hereby consent to the personal jurisdiction of such courts within the County of Washoe, State of Nevada. The parties hereby waive any objections to venue in such courts with Washoe County, State of Nevada. By signing this RELEASE, PARTICIPANTS agree that PARTICIPANTS are waiving any right to a trial by jury in any action brought by or against any of the RELEASED PARTIES.


(8) MISCELLANEOUS: This RELEASE contains the entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties. If any term, provision, or condition, or any part thereof, of this RELEASE shall for any reason be found or held to be invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision, or condition or any other term, provision, or condition, and this RELEASE shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

By signing this RELEASE, I understand that I may be found by a court of law to have forever waived the right of PARTICIPANTS to maintain any action against RELEASED PARTIES on the basis of any claim released herein and that PARTICIPANTS have assumed all risk of damage, loss, personal injury, or death and agreed to indemnify and hold harmless RELEASED PARTIES from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by RELEASED PARTIES as a result of participation in the ACTIVITIES, and/or claims asserted against RELEASED PARTIES in any way related to participation in the ACTIVITIES. PARTICIPANTS have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived any right to do so. By signing below, PARTICIPANTS knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

Name of Participant: _____	Name of Parent/Legal Guardian: _____
Signature: _____	Signature of Parent/Legal Guardian: _____
Date: _____	



You MUST be 18 years old or older to sign your own waiver
You MUST be the parent or legal guardian to sign for a minor (under age 18)



We reserve the right to review your license and/or other forms of ID to verify identity and age.