



(owned by P & K Gymnastics, LLC)

PARTICIPANT & ARBITRATION AGREEMENT, INDEMNIFICATION,
GENERAL RELEASE AND ASSUMPTION

****** PLEASE READ CAREFULLY ******

BY AGREEING TO THIS DOCUMENT, YOU ARE GIVING UP THE LEGAL RIGHTS OF YOURSELF AND YOUR SPOUSE AND/OR YOUR MINOR, INCLUDING THE RIGHT TO BRING A LAWSUIT IN COURT AND/OR HAVE THE CLAIM DECIDED BY A JURY

COVID EXPOSURE WAIVER

PLEASE ONLY PARTICIPATE in P & K Gymnastics, LLC Events IF THE FOLLOWING APPLY:

- (1) You are healthy enough to participate, and do not have symptoms of COVID-19 such as feeling sick, coughing, sneezing, shortness of breath, fever or are not feeling well;
- (2) You do not live with nor have you visited a person or family member that has been diagnosed with or suspected of having COVID-19.

In consideration of being allowed to participate in KiPS activities and events, the undersigned acknowledges, appreciates, and agrees that:

- (1) Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
- (2) I, for myself, and on behalf of my spouse and/or minor child(ren)/ward(s), KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for participation; and
- (3) I will comply with the stated and customary terms and conditions for participation with respect to protection against infectious diseases and if I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest management employee immediately; and
- (4) I, as parent/guardian, with legal responsibility for any minor participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against infectious diseases; and,
- (5) I, for myself, and on behalf of my spouse and/or minor child(ren)/ward(s), as well as on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS *P & K Gymnastics, LLC*, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, owners, parent companies, affiliated entities and lessors of premises ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS **BY AGREEING TO IT UPON FINALIZING OUR FAMILY'S REGISTRATION AT KIPS FAMILY GYMNASTICS**, AND I DO SO FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

P & K GYMNASTICS FACILITIES WAIVER

1. Risks of Activity.

1.1 Inherent and Additional Risks.

Undersigned understands and agree that participating in activities or events at P & K Gymnastics Facilities is inherently dangerous, and Undersigned fully realizes the risks and danger of participating in the activities and events (the Activity), and using the *P & K Gymnastics, LLC* Facilities, which risks and dangers include, without limitation, the danger and risk of (i) PHYSICAL INJURY AND/OR DEATH; (ii) falling, jumping, landing, performing tricks and colliding with other staff, participants, media personnel and spectators; (iii) minor injuries, such as scratches, bruises and sprains; (iv) major injuries, such as joint and back injuries, broken bones, dislocated shoulders, heart attacks and concussions; and (v) catastrophic injuries, such as brain injury and paralysis.

By signing this Liability Waiver, Undersigned freely accepts and fully assumes responsibility for all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting therefrom. Undersigned acknowledges and understands that the description of the risks and dangers listed above is not complete and that participating in the Activity involves additional risks and dangers, which may include, without limitation, encounters with motor vehicles and equipment, limited access to and/or delay of medical attention, mental distress from participation in the Activity, and negligence of others. Undersigned understands that there are risks involved in the decision-making and conduct of the *P & K Gymnastics, LLC* owners, employees, and/or volunteers involved with the Activity, including, but not limited to, the risk that a coach, instructor, or counselor may misjudge Minor's abilities, conditioning, or misjudge equipment function, or some aspect of Minor's mental, emotional or physical condition that may make a certain portion of any activity appropriate or inappropriate for Minor.

1.2 Equipment.

Undersigned agrees to inspect before use all equipment offered for use at the *P & K Gymnastics, LLC* Facilities, including without limitation, gymnastics, exercise equipment or other equipment (the "Equipment") and to ask questions of the *P & K Gymnastics, LLC* employees and/or instructors if Minor does not fully understand how to use either the Equipment or the *P & K Gymnastics, LLC* Facilities. Undersigned warrants that information provided to *P & K Gymnastics, LLC* employees, instructors, school technicians and personnel will be accurate and complete. Adult understands that he/she may not be available or present when Minor's Equipment is fitted and adjusted and hereby waives the opportunity to inspect the use and fitting of the Equipment and authorizes the *P & K Gymnastics, LLC* agents or employees to oversee the use of the Equipment.

2. Duties of Undersigned.

Adult agrees to read, to have Minor read and, if necessary, explain to Minor all posted signs and warnings. Minor must maintain control at all times while participating in the Activity. Minor is responsible for reading, understanding and complying with all signage, including, without limitation, instructions for the use of the *P & K Gymnastics, LLC* Facilities. Undersigned acknowledges that Minor has the physical dexterity and knowledge to safely engage in the Activity and use of the P & K Gymnastics facilities. Undersigned acknowledges and agrees that Undersigned are solely responsible for evaluating Minor's physical fitness, mental fitness, technical skills, and experience in order to assess Minor's suitability to engage in the Activity. Undersigned waive any claim of any type against any person who may express an opinion on the same and do not place any reliance or attach any importance to such opinion, whoever may be expressing the same.

3. Release, Indemnification and Assumption of Risk.

In consideration of utilizing the P & K Gymnastics facilities and for other good and valuable consideration, Undersigned agrees as follows:

3.1 Release.

UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASES, FOREVER DISCHARGES, AND AGREES NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature, whether currently known or unknown, which Undersigned, or any of them, have or which could be asserted on behalf of Undersigned in connection with Minor's participation in the Activity or use of the *P & K GYMNASTICS, LLC* Equipment or Facilities, including, without limitation: (i) claims for any loss, damage, injury, illness, death, medical or other expense and/or property damage that Undersigned may suffer or that any

other party may suffer, due to any cause whatsoever; and (ii) claims of negligence, breach of warranty, and/or breach of contract.

3.2 Indemnity. UNDERSIGNED HEREBY AGREES TO HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES from any and all liability, cost, expense, or damage of any kind or nature whatsoever for any property damage or personal injury to any third party and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to Minor's participation in the Activity or use of the *P & K Gymnastics, LLC* Facilities. Undersigned's obligation to the Released Parties under this Section 3.2 survives the period of Minor's participation in the Activity or use of the *P & K GYMNASTICS, LLC* Equipment or facilities.

3.3 Assumption of Risk. Undersigned agrees and understands that there are risks and dangers associated with participation in the Activity and use of P & K Gymnastics facilities, including, without limitation, the acts, omissions, representations, carelessness, and negligence of the Released Parties. Undersigned agrees and acknowledges that property loss, physical injury, and death are all possible from participation in the Activity and use of the P & K Gymnastics facilities. RECOGNIZING THE RISKS AND DANGERS, UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR MINOR TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF MINOR'S PARTICIPATION IN THE ACTIVITY AND USE OF THE P & K Gymnastics FACILITIES, WHETHER OR NOT DESCRIBED IN THIS AGREEMENT, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE. Undersigned hereby acknowledges and agrees that Minor is responsible for unreasonable risks while participating in the Activity or using the P & K Gymnastics facilities, including, without limitation, attempting skills or tricks that Minor is not qualified to perform safely or causing any other participants/spectators unreasonable risk of harm, and that Minor shall follow correct safety procedures when using the *P & K Gymnastics, LLC* facilities and participating in the Activity.

4. Digital Media. Undersigned acknowledges and agrees that the owner of *P & K Gymnastics, LLC* and any third party authorized by such owner, shall have the right to film, videotape, photograph, record Undersigned's voice and make any reproductions of Undersigned's physical likeness and voice, and shall have irrevocable right in perpetuity to use, display, and digitally enhance or alter in any manner, such likeness in any media now known or hereafter devised, including, but not limited to, the exhibition and/or online use, broadcast, theatrically or on television, cable or radio, any motion picture film, video tape, DVD, CD or any Internet service or program in which such likeness may be used or otherwise, or any published articles, catalogs, or websites in which such likeness may be printed, used or incorporated, and in the advertising, exploiting and publicizing the *P & K Gymnastics, LLC* products, licensed products, and all affiliated relationships.

5. Insurance. Undersigned represents, warrants, and certifies that Minor is covered by medical insurance. Undersigned acknowledges and agrees that it is Undersigned's responsibility to have any insurance including, without limitation, medical, accidental disability and death coverage and liability insurances, that Undersigned may wish to have or it is advisable to have in relation to Minor being present at the *P & K Gymnastics* facilities and in connection with the Activity. Undersigned acknowledges that (i) the Released Parties and any other person at the P & K Gymnastics, LLC Facilities does not, and will not have, insurance that covers Minor in connection with Minor's attendance at P & K Gymnastics classes, events, parties or camps and Minor's engagement in the Activity, and (ii) Undersigned are not relying on the existence of the same in the decision to be present at the P & K Gymnastics facilities and engage in the Activity at any time hereafter. Any insurance any of the Released Parties may have, shall in no way diminish Undersigned's obligation to obtain insurance coverage applicable to Minor, while Minor is present at the P & K Gymnastics classes, events, parties or at P & K Gymnastics facilities. The foregoing does not diminish the requirement of any party to have any insurance required by law. Undersigned understands and agrees that Undersigned shall be solely responsible for any medical costs and expenses (including insurance costs) incurred directly and/or indirectly by Minor as a result of Minor's attendance at the P & K Gymnastics classes, events, parties or at P & K Gymnastics facilities for any reason.

6. Medical Care. In connection with any injury Minor may sustain or illness or other medical conditions Minor may experience during Minor's presence at the any P & K Gymnastics class, party or event and the P & K Gymnastics facility and/or while engaging in the Activity, Undersigned authorizes any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending personnel and/or the P & K Gymnastics employees and agents. Undersigned further authorizes the attending personnel and/or the class or camp employees or agents to execute on the Undersigned's behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on Undersigned's behalf if Undersigned is not able or immediately available to do so and the same is urgent in their sole discretion. Undersigned acknowledges and agrees that emergency assistance and/or treatment may be rendered by persons with training or experience which may not be adequate for certain medical situations and/or the injuries sustained

by Minor and waive any claim in respect thereof in accordance with Section 3 above. Undersigned agrees to pay all costs associated with such medical care and related transportation.

7. Agreement to Follow Directions/Camp & Facility Rules. Undersigned agrees that while participant is present at any P & K Gymnastics class, party or event, participant will follow all rules and conditions governing Minor's attendance at the same and to follow the lawful direction of *P & K Gymnastics, LLC* owners, employees or volunteers.

8. Minor Acknowledgment. Adult acknowledges that he/she is not only signing this Liability Waiver on Adult's own behalf, but that Adult is also signing this Liability Waiver on behalf of Minor and that Minor is bound by all the terms of this Liability Waiver. Additionally, by signing this Liability Waiver as the parent or legal guardian of Minor, Adult understands that he/she is also waiving rights on behalf of Minor that Minor otherwise may have. Adult agrees that Minor would not be permitted to participate in the Activity or use the P & K Gymnastics facilities if Adult did not sign this Liability Waiver on Minor's behalf. By signing this Liability Waiver without a parent or legal guardian's signature, Minor, under penalty of fraud, represents that he/she is at least 18 years of age. Adult represents that he/she is a legal parent or guardian of Minor.

9. Liability for Property. I, on behalf of myself and my spouse and/or my minor child(ren)/ward(s) agree *P & K Gymnastics, LLC* is not liable to me/us or our guests, child(ren)/ward(s) for any personal property that is damaged, lost, or stolen while on or about the P & K Gymnastics premises including, but not limited to, a vehicle or its content or any property in a locker, cubby, or otherwise, whether or not *P & K Gymnastics, LLC* was negligent.

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.

By agreeing to this document, **whether in written or electronic format**, I understand that I may be found by a court of law to have forever waived my right, and the right of my spouse and/or child(ren)/ward(s), to maintain any action in court or to be decided by a jury against *P & K Gymnastics, LLC* on the basis of any claim from which I have released *P & K Gymnastics, LLC* and any released party herein and that I have assumed all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) and agreed to indemnify and hold harmless *P & K Gymnastics* and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by *P & K Gymnastics, LLC* and all EQUIPMENT SUPPLIERS as a result of the participation in the ACTIVITY in or about the facility by myself, my spouse and/or child(ren)/ward(s) and/or claims asserted by myself, my spouse and/or child(ren)/ward(s) against *P & K Gymnastics, LLC* and all EQUIPMENT SUPPLIERS related to such participation in the ACTIVITY.

BY AGREEING TO THIS DOCUMENT UPON FINALIZING OUR FAMILY'S REGISTRATION AT KIPS FAMILY GYMNASTICS, I confirm that I had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel or have voluntarily waived my right to do so. Moreover, I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.