

LI Elite Gymnastics, LLC. 102 Buffalo Ave, Freeport, NY 11520

ASSUMPTION OF RISK | WAIVER AND RELEASE OF LIABILITY | PHOTO RELEASE | MEDICAL AUTHORIZATION

ACKNOWLEDGEMENT OF RISK: I am the parent and/or legal guardian of the participant named on this document. I recognize that severe injuries, including permanent paralysis or death can occur in sports or activities involving height or motion; those activities include but are not limited to gymnastics, tumbling, trampoline, movement education, dance, online (warm-up, conditioning and stretching), online practices and stunting and stunting. I also realize that my child(ren) will be performing and training on all gymnastics events plus various training devices, including trampoline. I certify that I have consulted a physician, to the extent that I deem appropriate, concerning my child(ren)'s participation in these activities. I represent to LI Elite Gymnastics, LLC, that my child is medically fit to participate in these activities. I am also aware that participation in day camps, open gym and competition involves transportation to and from such events and that such transportation could result in injury or death in a vehicular accident. I furthermore recognize that due to increased movement, height, flipping, twisting and inversion, the competitive pursuit of these sports and activities carries a higher degree of risk of catastrophic injury than do the recreational versions.

CONSENT AND ASSUMPTION OF RISK: Being fully aware of these dangers, I hereby give consent for my child(ren) to participate in any and all LI Elite Gymnastic Inc. programs and activities for which they are registered, and I ACCEPT ALL RISKS associated with this participation.

WAIVER AND RELEASE: In consideration for me or my child(ren)s participation, I hereby, for myself and my child(ren) and our respective heirs and successors, PROMISE NOT TO SUE AND FOREVER RELEASE AND DISCHARGE LI Elite Gymnastics, LLC, its officers, directors, shareholders, employees, contractors, teachers, coaches and volunteers from all liability resulting from damages or injuries incurred as a result of participation in LI Elite Gymnastics, LLC programs, including those resulting from acts of negligence.

COVID-19 ASSUMPTION OF RISK, WAIVER, AND RELEASE: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly by person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

While COVID-19 causes mild symptoms in some individuals, it can lead to severe illness and even death in others. **Adults over age 65** and **people of any age with serious underlying medical conditions** including, but not limited to, **HIV, asthma and other respiratory conditions**, and **pregnancy**, may be at a **higher risk for serious complications from COVID-19**.

LI Elite Gymnastics, LLC has put in place preventative measures to reduce the spread of COVID-19; however, LI Elite Gymnastics, LLC **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending LI Elite Gymnastics, LLC could increase** your risk and your child(ren)'s risk of contracting COVID-19. By signing this agreement, I knowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending LI Elite Gymnastics, LLC and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at LI Elite Gymnastics, LLC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, LI Elite Gymnastics, LLC employees, volunteers, and program participants and their families. In addition, if I, my child(ren), or anyone in my household, feels sick or exhibits any symptoms (including, but not limited to, fever, cough, or shortness of breath), I agree that I

will not attend or permit my child(ren) to attend LI Elite Gymnastics, LLC. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at LI Elite Gymnastics, LLC or participation in LI Elite Gymnastics, LLC programming ("Claims"), whether related or unrelated to COVID-19. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless LI Elite Gymnastics, LLC, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of LI Elite Gymnastics, LLC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any LI Elite Gymnastics, LLC program.

PHOTO AND VIDEO RELEASE: I am aware that individual and group publicity photos and videos are taken from time to time and in consideration for me or my child(ren)s participation, I grant permission form my child(ren)s likeness to be used in LI Elite Gymnastics, LLC. publicity, advertising, or production and release of gymnastics-related reality television programming.

CONSENT TO MEDICAL TREATMENT: In the event of an accident or emergency, I hereby authorize LI Elite Gymnastics, LLC and its representatives, including its employees, contractors, teachers, coaches and volunteers, to render first aid to my child(ren) to the extent they deem appropriate. I further authorize LI Elite Gymnastics, LLC and its representatives to transport or arrange for transportation, by ambulance if LI Elite Gymnastics, LLC deems it appropriate, of my child(ren) to a hospital or any other medical or dental treatment for my child(ren). Additionally, I hereby agree to be personally responsible for payment of all medical and dental expenses, including transportation, which may be incurred by myself on behalf of my child(ren) as a result of any injury sustained while participating at or for LI Elite Gymnastic, LLC, including future medical and dental expenses related to such injury. For the safety of all the gymnasts, I agree to not use flash photography at any time. Special arrangements can be made with the instructors for pictures. Management reserves the right to cancel a scheduled class due to lack of participation or a conflict with another class or event. Every effort will be made to accommodate each family to avoid any interruption in class time.

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