

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("Agreement")

I hereby acknowledge and understand that participating in sports activities involving height or motion that Leaps & Bounds Mobile Gymnastics and Tumbling, LLC d/b/a Prairie Gymnastics Club ("Prairie Gymnastics Club") conducts within and beyond the gym facility, including but not limited to gymnastics, tumbling, dance, exercise programs, trampoline, and any other activity that involves motion, involves risks of serious bodily injury, including but not limited to permanent disability, paralysis and death, which may be caused by my own actions or inactions, by other participants, the conditions in which the event or activities takes place, or the negligence of the "RELEASEES" named below; and that there may be other risks not known to me or readily foreseeable at this time. I represent that I am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I believe training or event conditions are unsafe, I will immediately discontinue participating in the activity. Being fully aware of these risks, and in consideration of participating in the foregoing activities, I fully accept and assume all such risks and all responsibility for injuries, losses, costs, and damages I incur as a result of my participation in the foregoing activities.

I hereby release, discharge, and covenant not to sue Prairie Gymnastics Club, its respective administrators, directors, officers, members, managers, agents, employees, volunteers, participants, sponsors, advertisers, and if applicable, owners and lessors of the premises on which the activity takes place (each considered one of the "RELEASEES" herein), from all liability, claims, demands, injuries, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent care and aid and the transmission of infectious disease, and agree that if, despite this release, waiver of liability, and assumption of risk, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost incurred as a result of any such claim.

Medical Authorization: In the event of an accident or emergency, I hereby authorize Prairie Gymnastics Club to take the necessary steps to provide and obtain medical attention and allow authorized hospital personnel to treat the Minor Participant as conditions warrant. I hereby agree to individually provide for all medical expenses which may be incurred as a result of any injury sustained while participating in activities at or for Prairie Gymnastics Club.

Photo/Video Usage: I hereby permit Prairie Gymnastics Club and its agents to use, without compensation, the Minor Participant's image, likeness or voice in internal and external promotional material, including but not limited to, printed material, broadcast and print advertising, promotional videos and the Prairie Gymnastics Club website. I further permit Prairie Gymnastics Club to use the Minor Participant's image, likeness or voice in broadcast and print media news coverage of Prairie Gymnastics Club. I further permit Prairie Gymnastics Club to use the Minor Participant's image and voice in two-way audio/video communication, including live and recorded formats, for audience viewing purposes.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, fully understand its terms and that I have given up substantial rights herein, and hereby sign this Agreement freely and voluntarily without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

|                                    | Date:                           |
|------------------------------------|---------------------------------|
| Printed name of Minor Participant  |                                 |
|                                    |                                 |
| Printed name of Parent or Guardian | Signature of Parent or Guardian |
| PARENTAL CONSENT                   |                                 |

And I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the Minor Participant's experience and capabilities and believe the Minor Participant to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, injuries, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent care and aid and transmission of infectious disease, and further agree that if, despite this release, I, the Minor Participant, or anyone on the Minor Participant's behalf make a claim against any of the above Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost incurred as a result of any such claim.

|                                    | Date: |  |
|------------------------------------|-------|--|
| Printed name of Parent or Guardian |       |  |
|                                    |       |  |

Signature of Parent or Guardian