RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, INDEMNITY, MEDICAL CERTIFICATION, AND CONSENT TO MEDICAL TREATMENT AGREEMENT

BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

I, the enrolled participant and/or the parent/guardian of the participant, desire to participate in lessons, classes, certification classes, parties, and/or other gymnastic-related activities ("Activities") offered by All Around Gymnastic Academy ("Company") and, in consideration for being permitted by the Company to participate in the Activities, agree to all the terms and conditions set forth in this agreement ("Agreement").

ASSUMPTION OF RISK. I UNDERSTAND THAT GYMNASTICS INVOLVES HIGH-IMPACT, HIGH-VELOCITY ACTIVITIES AND EQUIPMENT, INCLUDING BUT NOT LIMITED TO BALANCE BEAMS, BARS, FOAM PITS, TRAMPOLINES, AND VAULTING BOARDS. I AM AWARE THAT THESE ACTIVITIES INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, PROPERTY DAMAGE, AND INFECTION BY COMMUNICABLE DISEASE (INCLUDING, WITHOUT LIMITATION, COVID-19, HEPATITIS A, B AND C, AND INFLUENZA, AMONG OTHERS).

WAIVER, RELEASE, AGREEMENT NOT TO SUE, AND INDEMNIFICATION: In consideration for allowing participation in the Activities, and with knowledge of the dangers and risks involved, I, on behalf of myself or, as applicable, all minors and other participants on behalf of whom I sign this agreement, and for ourselves, our families, heirs, executors, estates, and administrators ("Releasors") voluntarily waive and release any and all actions, causes of action, attorneys' fees, costs, expenses, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, penalties, variances, trespasses, judgments, extent, executions, claims, and demands whatsoever, in law or equity, whether known or unknown, foreseen or unforeseen ("Claims") against the Company, or its members, managers, officers, employees, agents, affiliates, successors and assigns ("Releasees"), arising out of or related to participation in the Activities, use of or presence at the facilities, and any administration of care, including, without limitation, claims of injury or death, whether arising out of the negligence of the Company or the Releasees or otherwise to the fullest extent allowed by law. Also, I, on behalf of myself and the Releasors, covenant, to the fullest extent allowed by law, not to make or bring any such Claims against the Company or the Releasees, and forever release, discharge, indemnify, and hold the Company and all Releasees harmless from all liability, losses, and damages under such Claims, and all expenses (including, without limitation, attorneys' fees) incurred in defending any such Claims.

I acknowledge that there is a possibility that subsequent to the execution of this Agreement and any amendments thereto, I may discover facts or incur or suffer claims which were unknown or unsuspected at the time the Agreement or the applicable amendment was executed, and which if known by me at that time may have materially affected my decision to execute the Agreement or any amendments thereto. I acknowledge and agree that I am assuming any risk of such unknown facts and such unknown and unsuspected claims and, accordingly, I waive my rights under California Civil Code section 1542 and any other similar laws of other jurisdictions. SECTION 1542 OF THE CALIFORNIA CIVIL CODE STATES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

MEDICAL CERTIFICATION, CONSENT TO TREATMENT, AND RELEASE: I hereby certify that the participant who will participate in the Activities is in good physical health and has no medical condition(s) that would prevent full participation in the Activities. I have notified the Company in writing of any medical/health problems of which the Company's staff should be aware prior to the participant participating in the Activities. In the event of any medical emergencies, I authorize any representatives of the Company to take whatever actions such persons deem necessary to have the participant assisted or treated. Further, I agree to pay all costs associated with medical care for and transportation of the participant to a medical facility, as needed. If a participant comes under a physician's care during the course of instruction at the Company, it is my responsibility to notify the Company's main office before the start of any class. If a participant is under a physician's care while in lessons, I must provide the Company with a doctor's release permitting the participant to participate in the Activities.

ACKNOWLEDGMENT/AUTHORITY: **I ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND AGREE TO IT FREELY AND VOLUNTARILY. I WARRANT THAT I HAVE THE AUTHORITY AND EXPRESS CONSENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF AND ON BEHALF OF THE RELEASORS.**

SEVERABILITY: If any provision of this Agreement is found to be invalid, it shall be deemed severed from this Agreement, and the remaining provisions of this Agreement shall survive and remain in full force and effect.