

ADULT WAIVER
CAPITAL AREA GYMNASTICS EMPORIUM INC.

d/b/a Capital Gymnastics and Athletics
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WAIVER OF LIABILITY

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN
ACCIDENT
PLEASE READ CAREFULLY!**

CAPITAL AREA GYMNASTICS EMPORIUM INC., D/B/A CAPITAL GYMNASTICS AND ATHLETICS (THE "COMPANY") STRONGLY RECOMMENDS THAT YOU CLEAR YOUR PARTICIPATION IN ANY PROGRAM WITH YOUR PHYSICIAN. THE PROTOCOLS OF THIS PROGRAM WILL INVOLVE YOU IN RELATIVELY HIGH INTENSITY WORKOUTS OR INTENSE BODYWORK AND IT IS IMPORTANT YOU UNDERSTAND THE FOLLOWING:

ACKNOWLEDGEMENT OF DANGER: I will be participating in adult gymnastics instruction, ninja/parkour programs, and training sessions (1-on-1, semi-private, and/or group classes) at The Company (collectively known as the "Services"). I am fully aware that these Services are of a strenuous physical nature involving activities including, but not limited to, gymnastics skills and progressions, tumbling, use of the spring floor, ninja-style obstacle training, handstands, cartwheels, walkovers, handsprings, flips, aerial skills, vaulting, bar work, beam work, rings, parallel bars, trampoline, foam pit training, flexibility and mobility exercises, strength and conditioning, balance training, spotting, partner drills, bodyweight exercises, plyometric exercises, and the use of gymnastics equipment. I recognize and understand that these Services require strength, flexibility, coordination, and endurance, and are not without varying degrees of risk, which may include, but are not limited to, the following: (1) PHYSICAL INJURY AND/OR DEATH, including minor injuries and major injuries such as sprains, strains, muscle pulls or tears, ligament tears, joint and knee/back/foot/shoulder/neck injuries, broken bones, fractures, dislocations, contusions, abrasions, concussions, traumatic brain injuries, spinal injuries, rhabdomyolysis, musculoskeletal injuries, shin splints, dehydration, heat exhaustion, heat-related illnesses, cardiovascular injuries, heart attack, stroke, overuse injuries from repetitive movements and intense training, physical stress, performance anxiety, injuries caused by improper technique, improper spotting or coaching, attempting skills beyond my current ability, falls from equipment, improper landings, loss of balance, collisions with equipment or other participants, and equipment failure or malfunction; (2) exposure to, and sickness from, infections, viruses, bacteria, and disease, including but not limited to COVID-19; and (3) property damage. I acknowledge that even with trained staff, safety protocols, protective equipment, padded mats, spring floors, spotting, and supervision, accidents can and do occur.

ACCEPTANCE OF RESPONSIBILITY: I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in any Services in and surrounding the location listed above (known hereinafter as the "Premises"), and accept full responsibility for any all risk

of death, serious personal injury, temporary or permanent disability, or property loss and/or damage suffered by me or my property in connection with the Services whether or not described in this Agreement, known or unknown, inherent or otherwise, or while visiting, traveling to or using the Premises.

ASSUMPTION OF RISK: Understanding, acknowledging, and accepting all the risks and hazards involved with the Services, I freely and voluntarily choose to participate, enter, and use the Premises, and I HEREBY VOLUNTARILY AND EXPRESSLY AGREE TO ACCEPT AND ASSUME ALL RISK OF LOSS, DAMAGES, THEFT, INJURY OR DEATH THAT MAY OCCUR TO ME OR MY PROPERTY AS A RESULT OF OR INCIDENT TO MY PARTICIPATION IN THE SERVICES, INCLUDING THE RISK I MAY BE INJURED BY THE ACTIONS, OMISSIONS, REPRESENTATIONS OR NEGLIGENCE OF THE COMPANY, ITS OWNERS, AGENTS, OFFICERS, PRINCIPALS, EMPLOYEES, INDEPENDENT CONTRACTORS, AND VOLUNTEERS (THE “RELEASED PARTIES”), OTHER PARTICIPANTS OR THIRD PARTIES WHILE PARTICIPATING IN THE SERVICES OR FROM OR USING OR VISITING THE PREMISES. I understand and agree that this Agreement will be binding on me, my spouse (or registered domestic partner), my guardians, the executors or administrators of my estate, my heirs, my personal representatives, my assigns, my successors in interest, my children, and any guardian ad litem for said children (collectively, the “releasers”). I accept full and complete responsibility for the safety of myself, any guests, observers or other individuals who I have invited to the Premises, and property we have brought to the Premises, and I assume the risk of damage, theft, loss or injury caused by others to me, my guests and our property. I also accept full and complete responsibility for the consequences of taking unreasonable risks while participating in the Services or using the Premises, including, without limitation, attempting activities that I am not qualified to perform safely, causing any other participants/spectators an unreasonable risk of harm, or failing to follow correct safety procedures when using the Premises and participating in the Services.

USE OF PREMISES: I understand and agree that I may only use the Premises for the purposes set forth in this Release and Waiver of Liability agreement or as provided for in the Premises. I further agree that I am responsible for the proper use and care of the Premises and any of Company’s property thereon, and that I will be liable for the replacement cost of any Company property which is damaged, destroyed or lost. I also agree to clean up the Premises after I am done using the Premises as permitted in this agreement and to restore the Premises to the same condition in which it was provided to me. I acknowledge that the Company makes no representation as to the condition of the Premises or the safety of any structures or equipment that may be used at the Premises. I accept and shall use the Premises in its “AS IS” condition. I acknowledge and agree that I am not relying upon any representation or statement by the Company or the Company’s employees, agents, or representatives regarding this agreement or the Premises, except to the extent such representations are expressly set forth in this agreement.

UNATTENDED ACCESS: I recognize that I may be attending the Premises and using the Premises’s equipment at times when the Premises is unattended or unsupervised by Premises staff or other members.

PHYSICAL CONTACT ACKNOWLEDGEMENT: I understand that the Services may involve physical contact between myself, other participants, and the Released Parties. I give permission to be touched in a professional manner by those representing The Company and recognize that they will have direct contact with me. I acknowledge that it is my responsibility to notify The Company if I am

uncomfortable with this physical contact and will work with The Company to determine how I may continue to participate in the Services with no contact.

PUBLICITY RELEASE: For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby irrevocably grant to The Company, the irrevocable, perpetual and unrestricted (except as expressly set forth below) right and permission, to use and publish my appearance (“publicity rights”) in any and all media now or hereafter known in connection with The Company, the Services, including any goods or products, or any related activities to any of the foregoing (all such medium in which the Publicity Rights are used shall be referred to as the “pictures”), for any commercial purpose whatsoever, without royalty, payment, or any other compensation whatsoever to me. For such use of the Publicity Rights and the Pictures, I understand and agree that I will not be entitled to any compensation or consideration beyond my participation in the Services. I further agree that The Company may edit, alter, digitize, synchronize, reproduce or otherwise change the Pictures for any such purpose. I further agree that The Company may edit, alter, enhance, digitize, synchronize, reproduce, create derivative works from, or otherwise modify the Pictures for any such purpose, including through the use of artificial intelligence (AI), machine learning technologies, automated editing tools, image-generation software, image-enhancement software, or similar technologies now existing or later developed. Without limiting the foregoing, I expressly authorize The Company to use the Pictures as inputs for AI-assisted editing, enhancement, formatting, content creation, marketing, advertising, training, or other business purposes, and I acknowledge that such processes may result in the creation of modified, synthesized, or derivative images, videos, audio recordings, or other content incorporating or based upon the Pictures. I acknowledge that I shall have no, and hereby expressly disclaim, any ownership, authorship or moral rights in the Pictures or any part thereof.

VIDEO SURVEILLANCE: I recognize the need for video surveillance on and about Premises for security and productivity purposes. I recognize and agree that it is a condition of participation at The Company that I freely execute and agree to this video surveillance, including being personally recorded pursuant to said video surveillance. I agree that the Released Parties may use any taping of my image, voice or appearance at any time pursuant to said video surveillance at its discretion in the ordinary course of its operations.

AUDIO/VISUAL PUBLICITY WAIVER: I agree to indemnify and hold harmless the Released Parties, its agents, successors, and assigns, from any and all claims, demands, actions or causes of action, liabilities, costs, dues, sanctions, fees, penalties, or expenses of any sort arising from the making of such recordings of me and their lawful and appropriate use. I further acknowledge that The Company exclusively owns all rights to these recordings regardless of the form in which they are produced or used.

COPYRIGHTS: The rights granted to the Released Parties herein include, without limitation, all rights of every nature whatsoever in connection with use of the Pictures, including without limitation all copyrights (and any other intellectual property rights) therein and renewals and extensions thereof. I acknowledge and agree that all copyrights and rights of every other kind relating or pertaining to the Pictures described above are the sole property of The Company and I have no claim to the copyrights (or any other intellectual property rights) in the Pictures.

CHILD OF PARTICIPANT: I willingly assume full responsibility for any and all risks that I am exposing my child/children to as a result of bringing him/her/them with me to this Premises and Services

and accept full responsibility for any injury or death that may result to them from their presence and/or unauthorized/unsupervised action and activity.

I hereby certify that I know of no medical problems that would increase his/her/their risk of illness, injury, or death as a result of his/her/their presence in the Premises. I willingly assume full responsibility for the supervision of my child/children during my entire time at The Company.

With my full understanding of the above information, I agree to assume any and all risks to my child/children associated with my participation in any and all Services at this Premises.

SERVICE ANIMAL: I understand that only dogs trained as service animals, within the definition of the Americans with Disabilities Act, to perform tasks or work for a person with a disability are permitted as Service Animals.

Service animals must be well-behaved and under control at all times. If the service animal is not under control, or behaving inappropriately, I understand that The Company may ask me to leave. Inappropriate behavior includes showing aggression, being disruptive, or not being housebroken. I understand that if the presence of the service animal poses a direct threat to the health or safety of others that cannot be mitigated, I may be asked to remove the service animal from the premises. I shall be liable for any damage or injury to any person or property caused by such animal as a result of my negligence or failure to control or properly handle the service animal. I will indemnify, defend, and hold harmless the Released Parties for any damages, loss, expenses, attorneys' fees, costs, judgments or liability which might accrue as the case may be, because of my negligence or failure to control or properly handle the service animal.

WAIVER: In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the Services, I HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE ANY AND ALL CLAIMS OR CAUSES OF ACTION, NOW KNOWN OR HEREFTER KNOWN IN ANY JURISDICTION THROUGHOUT THE WORLD, AGAINST THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, ACCIDENT, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION, DELAY, INCONVENIENCE OR OTHER HARM OF WHATEVER NATURE THAT MAY BE DIRECTLY OR INDIRECTLY RELATED TO, ARISING FROM OR SUSTAINED FROM PARTICIPATION IN THE SERVICES AND/OR USE OF THE PREMISES OR ACTIVITIES RELATED THERETO, NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER NEGLIGENT ACT OR OMISSION OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF ANY RELEASED PARTIES OR OTHERWISE, provided that nothing in this Section shall be deemed to release any Released Party from liability arising from their own willful or intentional injury to me or my property.

CONSENT TO MEDICAL TREATMENT: I understand that the Services that take place on the Premises **may not be supervised** and that The Company does not provide medical services. I understand that certain prescribed medications may exacerbate these physiological changes and create an even greater risk of physical damage or death. In connection with any injury that I may sustain or illness or other medical conditions that I may experience during my presence at The Company, I authorize and consent to receive any emergency first aid, medication, medical and/or surgical treatment deemed

necessary by the attending personnel and/or the Released Parties. I acknowledge that the Released Parties are under no obligation to provide such medical treatment or services, and the Released Parties do not warrant or make any representation concerning the adequacy or continuation of such medical services, nor can the Released Parties be deemed responsible or held liable for any claims arising out of the provision of such medical services or the failure to provide or to continue to provide such medical services. I further authorize the Released Parties to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if not able or immediately available to do so and the same is urgent as determined in their sole discretion. I ACKNOWLEDGE AND AGREE 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 ME, WHICH INJURIES MAY BE COMPOUNDED BY NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER INDIVIDUALS OR MEDICAL OR EMERGENCY PERSONNEL AND WAIVE ANY CLAIM IN RESPECT THEREOF. I expressly acknowledge that if The Company is located some distance from medical facilities, that such distance may exacerbate any injury or condition sustained by me. I shall be responsible for all costs associated with such medical care and related transportation.

DISCLAIMER OF MEDICAL ADVICE: By participating in the Services provided by the Company, I acknowledge and understand that the services, content, and programs offered are not a substitute for professional medical advice, diagnosis, or treatment. I am aware that the Release Parties are not healthcare providers and have no expertise in diagnosing, examining, or treating medical conditions of any kind. I understand that it is my responsibility to consult with a qualified healthcare provider for diagnosis and treatment, including participation in any exercise or program offered by the Company. I acknowledge that participating in these activities without the approval of my healthcare provider is done at my own risk.

CONFIDENTIALITY AND SHARING OF MEDICAL AND SENSITIVE INFORMATION: I understand that any medical or sensitive information I provide to the Company will be used solely for the purpose of enhancing my experience and safety during the Services. I acknowledge that this information may be shared among the Company staff members as necessary. The Company is committed to maintaining the confidentiality of my personal information and will take reasonable precautions to protect it from unauthorized access or disclosure. However, I understand that no method of electronic storage or transmission is 100% secure, and the Company cannot guarantee absolute security of my information.

PERSONAL PROPERTY: I am responsible for the security and safety of my own property and any personal effects I use, bring to or leave at the Premises, and that the Released Parties cannot guarantee the security or safety of my property. Should I leave any property at the Premises or otherwise in the custody of the Released Parties, I do so at my sole and absolute risk. None of the Released Parties shall have any liability to me or anyone else in the event of loss, damage, destruction or use, whether authorized or not, by any person or theft of any such property.

INDEMNIFICATION: To the fullest extent permitted by law, I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses of any kind whatsoever (including, without limitation, attorneys' fees and costs) incurred by or asserted against any of the Released Parties as a result of my use of the Company's facilities, equipment, or services; my breach of any

term, covenant, or condition of this Waiver or any rules or policies of the Company; any negligent or willful act or omission of mine, or my guests, while on the Company's premises; any injury, illness, or death sustained by me or my guests while using the Company's facilities, equipment, or services, including to the extent directly caused by the Company's negligence or misconduct.

The indemnification obligations under this clause shall include, without limitation, all costs, expenses, and liabilities incurred in connection with any claim, action, or proceeding brought with respect to the matters indemnified hereunder, including all court costs and actual attorneys' fees incurred. The Company shall promptly notify me of any claim or action subject to indemnification and shall cooperate fully in the defense of such claim or action, at my expense. I shall have the right to assume the defense of any claim or action subject to indemnification with counsel of its choice, subject to the Company's approval, which shall not be unreasonably withheld. I shall not enter into any settlement or compromise of a claim or action subject to indemnification without the Company's prior written consent, which shall not be unreasonably withheld. The indemnification obligations under this clause shall survive the termination or expiration of my membership or use of the Company's facilities, equipment, or services.

COVENANT NOT TO SUE: I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while on or using the Premises.

SURVIVAL: Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.

ENTIRE AGREEMENT; MODIFICATION; BINDING EFFECT: This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

GOVERNING LAW AND VENUE: This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of Kansas, without giving effect to the principles of conflicts of law. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in Shawnee County, Kansas.

SEVERABILITY: If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

AGE AND LEGAL CAPACITY: I represent and warrant that I am at least eighteen (18) years of age and possess the legal capacity and authority to enter into this Release and Waiver of Liability agreement. I understand that this Release and Waiver of Liability agreement is intended to be legally binding and enforceable. I acknowledge that I am signing or electronically accepting this Release and Waiver of Liability agreement on my own behalf and not on behalf of any other person.

I further represent that all information I provided in connection with my participation in the Services is true, accurate, and complete. I acknowledge that the Released Parties are relying upon my representations regarding my age and legal capacity in permitting me to participate in the Services.

I have fully read and fully understand the foregoing assumption of risk, and release of liability, and I understand that by signing, it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights. I have been provided an opportunity to ask an attorney questions regarding this form and any fitness related program, as well as questions for clarity. By signing, I am verifying that I have received adequate and sufficient answers to all of my questions.

Date:

Participant's Signature: