

CHILD WAIVER
CAPITAL AREA GYMNASTICS EMPORIUM INC.

d/b/a Capital Gymnastics and Athletics
3740 SW South Park Ave
Topeka, KS 66609
(785) 266-4151
office@CGATopeka.com

PARENT/GUARDIAN/CUSTODIAN'S RELEASE AND WAIVER OF LIABILITY
AGREEMENT

WHEREAS, CAPITAL AREA GYMNASTICS EMPORIUM INC., D/B/A CAPITAL GYMNASTICS AND ATHLETICS ("Company") is the owner and operator of a facility offering youth gymnastics and ninja fitness activities (the "Activity"), and is willing to permit the minor individual (the "Child") on whose behalf the parent/guardian/custodian is signing this Agreement to participate in the Activity, upon the terms and conditions of this Agreement. All of the Activity shall take place on property controlled by the Company. The location of the Activity shall be on property (the "Premises") located at 3740 SW South Park Ave, Topeka, KS 66609. The Company and Participants signing this Agreement may be collectively referred to as (the "Parties").

In consideration for being provided the ability to participate in the Activity and enter the Premises, I, signing below, hereby stipulate and agree on behalf of my minor child:

Scope of Application. This Release and Waiver of Liability Agreement applies to me, the parent or legal guardian signing on behalf of my Child.

Use of Premises for Activity Only. I understand and agree that my Child may only use the Premises for the Activity set forth in this Release and Waiver of Liability agreement. I further agree that my Child is 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/equipment which is damaged, destroyed or lost by my Child.

Acknowledgement of Danger. I understand and acknowledge that the Activity my Child wants to participate in is extremely strenuous. I recognize and understand these Services 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 joint and knee/back/foot/shoulder injuries; broken bones; dislocations; contusions; abrasions; concussions; rhabdomyolysis; musculoskeletal injuries; muscle strains; pull or tears; shin splints; heat exhaustion; cardiovascular injuries; heart attack; stroke; brain injuries; injuries from falls from equipment, collisions with equipment or other participants, improper landing, and/or loss of balance; overuse injuries from repetitive movements and intense training; physical stress, performance anxiety; injuries cause by improper spotting or coaching, and equipment failure and

malfunction; (2) exposure to, and sickness from, infections viruses, bacteria and disease, including but not limited to, COVID-19; and (3) property damage. I understand that the Premises may contain toys or other items that other children have brought along with them, and I willingly accept the risk related to these objects being around and/or in contact with my Child. I further acknowledge that any injury my Child may sustain while participating in the Activity may be compounded by improper use or failure of equipment, a known or unknown medical condition, negligent or delayed medical service, or negligent or delayed assistance by the Company.

Acceptance of Responsibility. I willingly assume full responsibility for any and all risks that I am exposing my Child to as a result of my Child's participation in any Activity in the Premises and training program and accept full responsibility for any injury or death that may result from their participation.

Assumption of Risk. Understanding, acknowledging, and accepting all the risks and hazards involved with the Services, I freely and voluntarily choose to allow my Child to participate, enter, and use the Premises, and I, FOR MYSELF AND ON BEHALF OF MY CHILD, HEREBY VOLUNTARILY AND EXPRESSLY AGREE TO ACCEPT AND ASSUME ALL RISK OF LOSS, DAMAGES, THEFT, INJURY OR DEATH THAT MAY OCCUR TO MY CHILD OR THEIR PROPERTY AS A RESULT OF OR INCIDENT TO MY CHILD'S PARTICIPATION IN THE SERVICES, INCLUDING THE RISK THEY MAY BE INJURED BY THE ACTIONS, OMISSIONS, REPRESENTATIONS OR NEGLIGENCE OF THE COMPANY, ITS OWNERS, AGENTS, OFFICERS, PRINCIPALS, EMPLOYEES, INDEPENDENT CONTRACTORS, VOLUNTEERS, OR ANY OTHER PERSON ASSOCIATED WITH COMPANY ("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 my Child taking unreasonable risks while participating in the Services or using the Premises, including, without limitation, attempting activities that my Child 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.

Physical Contact Acknowledgement. I understand that the Activity my Child will be participating in involves physical contact between my Child, other participants, and those presenting Company. I give permission for my Child to be touched in a professional manner by coaches and trainers representing the Company and recognize that they will have direct contact with my Child when doing so. I acknowledge that it is my responsibility to notify Company if I am uncomfortable with this physical contact with my Child and will work with Company to determine how my Child may continue to participate in the Activity with no contact.

Use of Premises. I understand and agree that my minor 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 my minor child's 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 that my minor child will clean up the Premises after they are 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 my minor child 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 my minor child may be attending the Premises and using the Premises's equipment at times when the Premises is unattended by Premises staff or other members.

Publicity Release. For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby irrevocably grant to Company, the irrevocable, perpetual and unrestricted (except as expressly set forth below) right and permission, to use and publish my Child's 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 or my Child. For such use of the Publicity Rights and the Pictures, I understand and agree that I and my Child will not be entitled to any compensation or consideration beyond my Child's participation in the Services. 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 and my Child 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 my Child's 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 Child's 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 my Child 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 right of every other kind relating or pertaining to the Pictures described above are the sole property of the Company and I and my Child have no claim to the copyrights (or any other intellectual property rights) in the Pictures.

Responsibility for Personal Property. I acknowledge and agree that my Child is fully and solely responsible for any of my Child's property and personal belongings that he/she brings onto the Premises or that he/she uses during the Activity, and that the Company will not be responsible for or provide any security for his/her property and personal belongings.

No Representations by Company. I acknowledge that Company makes no representation as to the condition of the Premises or the safety of the Activity or any equipment either on the Premises or used in the Activity. I accept, and my Child shall use, the Premises, and its equipment, 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, sponsors, or representatives regarding this agreement or the Premises or Activity, except to the extent such representations are expressly set forth in this agreement.

Service Animals: 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 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 Company, and its owners, agents, officers, principals,

employees, independent contractors and volunteers for any damages, loss, expenses, attorneys' fees, costs, judgments or liability which might accrue as the case may be, because of the my negligence or failure to control or properly handle the service animal.

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 to my Child. In connection with any injury that my Child may sustain or illness or other medical conditions that my Child may experience during their presence at the Company, I authorize and consent for my Child 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 and my Child's 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 MY CHILD, 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 my Child. I shall be responsible for all costs associated with such medical care and related transportation.

Release from Liability and Waiver. In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily allowing my Child to participate in the Services, I HEREBY WAIVE RELEASE AND FOREVER DISCHARGE ON MY BEHALF INDIVIDUALLY, AND ON MY BEHALF AS THE PARENT AND/OR LEGAL GUARDIAN OF MY CHILD ANY AND ALL CLAIMS OR CAUSES OF ACTION, NOW KNOWN OR HEREAFTER 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 MY CHILD'S 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.

Indemnification: To the fullest extent permitted by law, on behalf of my child, 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 or my child's 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 child's or guests of mine, while on the Company's premises; any injury, illness, or death sustained by me, my child 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 child's membership or use of the Company's facilities, equipment, or services, and shall continue to apply after my child reaches the age of majority, including through the duration of any applicable statute of limitations or other legal time period that was tolled or extended due to my child's minority at the time of any injury, loss, or the occurrence of any event giving rise to a claim.

Covenant Not to Sue. I agree, for myself, my Child, 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, my Child, or my heirs may have as a result of any personal injury, death property damage, alleged discrimination, or for any other injury my Child may sustain while on or using the Premises or while participating in the Activity.

Transition. Upon reaching the age of majority or becoming an adult member of the Gym, my Child assumes all rights, responsibilities, and liabilities associated with their participation in gymnastics and ninja fitness activities. The terms and conditions of this Agreement shall continue to apply to my Child in their individual capacity. My Child, upon reaching the age of majority or becoming an adult member, hereby agrees to sign a separate waiver acknowledging their understanding of the risks involved and releasing the Gym, its staff, employees, and volunteers from any and all liability. This separate waiver shall be signed within thirty (30) days of my Child reaching the age of majority or becoming an adult member.

Waiver of Terms. No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

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.

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 of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in any state or federal court located in Shawnee County, Kansas.

Compliance with Laws. In the performance of the terms of this Release and Waiver of Liability agreement and use of the Premises, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.

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.

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.

Date:

Legal Guardian's Signature: