

PEAK ELITE GYMNASTICS ACADEMY WAIVER AND MEDICAL RELEASE FORM

The undersigned will be present at and participate in activities at PEAK Elite Gymnastics Academy, Inc (PEGA).

Such activities may include, but without limitation, instruction, training, and competition in the sport of gymnastics, social and recreational activities.

The participant and their guardian AGREES TO ASSUME THE RISK AND RESPONSIBILITY AND TO WAIVE, RELEASE AND TO INDEMNIFY PEAK Elite Gymnastics Academy and its employees, owners, directors, officers, committees members, officials, volunteers, affiliates, sponsors, suppliers and agents, and their respective successors as follows:

1. ASSUMPTION OF RISK AND RESPONSIBILITY. A. Participant and their guardian recognizes, understands, appreciates and acknowledges: (i) the risks and dangers of injury that may occur in the course of being on the grounds of the PEAK Elite Gymnastics Academy and participating in the Activities (including, for example, but not by way of limitation, activities involving height and rotation, skills and techniques, and facilities, equipment, apparatus, mats, and pits unique to the sport of gymnastics and its various disciplines); (ii) that my presence at the PEAK Elite Gymnastics Academy and/or my participation in Activities may involve risk of bodily injury (including, for example, but not by way of limitation, injuries to bones, joints, muscles and internal organs), illness, disability or paralysis (whether temporary, permanent, total or partial), death, or other harm; and (iii) that Participant voluntarily engages in the Activities with adequate prior knowledge of such risks and dangers. B. Participant understands, appreciates, and acknowledges that PEAK Elite Gymnastics Academy cannot guarantee Participant's safety or immunity from COVID-19 infection. Participant knowingly and voluntarily assumes all risks of infection associated directly or indirectly with participating in any Activities at PEAK Elite Gymnastics Academy (including, for example, but not by way of limitation, classes, traveling to and from the premises, entering and exiting the premises, using equipment at PEAK Elite Gymnastics Academy, interacting with other persons at or around PEAK Elite Gymnastics Academy, and using facilities within the gym premises, including restrooms). C. Participant voluntarily decides to participate in the Activities, and agrees to and does assume all legal and financial responsibility for: (i) any and all risks and dangers referred to in the preceding paragraphs; (ii) any and all injuries, damages and losses, whether to person or property, and whether physical, psychological, social or economic, that Participant may in any manner and from whatever cause sustain in connection with attendance and participation in the Activities, including such injury, damage or loss that may result from the negligence of PEAK Elite Gymnastics Academy; and (iii) all treatment, hospitalization and other care rendered to Participant in connection with any of the foregoing, including in the event of his/her injury, illness or other emergent circumstance.

2. RELEASES AND INDEMNIFICATION. Participant hereby fully and forever releases, discharges, holds harmless and agrees to indemnify PEAK Elite Gymnastics Academy from and against any and all liabilities, losses, damages, claims, demands, litigation, and judgments, present or future, known or unknown, foreseeable or unforeseeable, valid or invalid, direct or consequential, together with reasonable costs and attorney fees (collectively referred to herein as "Claims"), (i) which result, directly or indirectly, from bodily injury, illness, disability or paralysis (whether permanent, temporary, total or partial), death, or other harm to Participant, third parties, or Participant's property, or the property of third parties, and (ii) which are caused by or result, directly or indirectly, from Participant's attendance at and participation in the Activities, or otherwise. Such waiver, release, and indemnification applies to any Claims incurred during or in connection with, or otherwise caused by, arising from, resulting from, or connected to, any of the Activities and the conduct and management thereof by PEAK Elite Gymnastics Academy or any third party, including any risks or dangers referred to in paragraphs 1.A., 1.B., and 1.C., above, whether such Claims result from the negligence of PEAK Elite Gymnastics Academy or from any other cause, to the fullest extent permitted by law.

3. PHOTO RELEASE FORM PEAK Elite Gymnastics Academy has the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures or video taken of me to be used in and/or for any lawful promotional materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits and submissions to journalists, websites, social networking sites and other print and digital communications, without payment or any other consideration. This authorization extends to all languages, media, formats and markets now known or later discovered. This authorization shall continue

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indefinitely, unless I otherwise revoke this authorization in writing, or the minor(s) revokes this authorization in writing upon reaching majority age. I waive any right that I or the minor(s) may have to inspect or approve any finished product in which the minor’s likeness appears, including written or electronic copy. I waive any right to royalties or other compensation arising or related to the use of the photograph. I understand and agree that these materials shall become the property of PEAK Elite Gymnastics Academy and will not be returned. I hereby hold harmless and release PEAK Elite Gymnastics Academy from all liability, petitions, and causes of action which I, my heirs, representative, executors, administrators, or any other persons may make while acting on my behalf or on behalf of my estate and the minor(s) estate(s).

4. COVID-19 REPRESENTATIONS. I represent and attest that: A. Participant is not experiencing any symptoms of illness. Participant does not have a fever or cough and is not experiencing shortness of breath. If Participant develops any of these symptoms, or if Participant has a suspected or diagnosed case of COVID-19, Participant will not attend or participate in any class at PEAK Elite Gymnastics Academy, or otherwise enter or be physically present at PEAK Elite Gymnastics Academy. B. I do not believe that Participant has been exposed to a person with a confirmed or suspected case of COVID-19. C. Participant has not been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities. D. Participant is following and will continue to follow the Statewide Mask, Face Shield, and Face Covering Guidance and any other applicable guidelines. E. I agree to notify PEAK Elite Gymnastics Academy immediately if I believe that Participant is experiencing any symptoms of COVID-19 and/or if Participant has a suspected or diagnosed case of COVID-19.

I HAVE READ THIS DOCUMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Please Print Information of Participant(s):

Participate Name: _____ DOB: _____ Gender: _____ Grade: _____

Participate Name: _____ DOB: _____ Gender: _____ Grade: _____

Participate Name: _____ DOB: _____ Gender: _____ Grade: _____

Participate Name: _____ DOB: _____ Gender: _____ Grade: _____

Participate Name: _____ DOB: _____ Gender: _____ Grade: _____

Parent Phone Number: _____ Email Address: _____

Physical Address: _____

FOR PARTICIPANTS OF MINORITY AGE This is to certify that I/we, as parent(s)/legal guardians(s) with legal responsibility for the Participant, do hereby consent and agree not only to his/her assumption of risk, waiver, release and indemnification, but also for myself/ourselves, and my/our heirs, personal representatives, administrators, successors and assigns, to waive, release and indemnify Gymnastics, PEAK Elite Gymnastics Academy from any and all Claims incident to my/our child’s participation in the Activities as stated above, even if arising from the negligence of PEAK Elite Gymnastics Academy or otherwise, to the fullest extent permitted by law.

Print Name of Parent/Legal Guardian: _____ Date: _____
(Signature of Parent/Legal Guardian)