

RELEASE OF LIABILITY

The individual named below (referred to as “I” or “me”) desires to participate in gymnastics, tumbling, ninja as permitted by Force Gymnastics (referred to as “the Company”), with offices located at 550 S. Green St. Nazareth, Pennsylvania 18064. As lawful consideration for being permitted by the Company to participate in the Activity and/or be present on its premises, I agree to all the terms and conditions set forth in this agreement (this “Agreement”).

ASSUMPTION OF RISK FOR THE ACTIVITY: I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

COVID-19 WARNING: COVID-19 (also known as the Coronavirus) has been declared a worldwide pandemic and is reported to be extremely contagious. There are still many unknowns about this virus, including in the medical community. It is said to spread from person to person in several different ways, including through contact with surfaces and through the air. It is said that people can be infected, show no symptoms and still be spreading the disease. The exact methods of spread and contagion are unknown and there is no known treatment, cure or vaccine. Evidence has shown that COVID-19 can cause serious and potential life-threatening illness and even death. The Company cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while participating in the Activities or while being present on the Company’s premises, despite the fact that the Company follows all CDC, state and county health guidelines relating to COVID-19. It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in the Activities and/or be present on the Company’s premises, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK OF COVID-19: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 in order to participate in the Activities and/or enter the Company’s premises. These activities are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in the Activities and/or be present on the Company’s premises. I voluntarily seek to participate in the Activities and/or be present on the Company’s premises in light of this known risk and acknowledge that I am increasing my risk to exposure of COVID-19 by doing so.

WAIVER OF LIABILITY: I, on behalf of myself, spouse, dependents, heirs, executors, administrators, representatives and assigns, hereby expressly forever waive and release any and all claims, now known or hereafter known at any time in the future, against the Company, its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, “Releasees”), on account of any injury, illness, including COVID-19, death, or property damage arising out of, relating to or attributable to my participation in the Activities and/or being present on the Company’s premises, whether arising out of the negligence of the Company, any Releasees or otherwise. I covenant not to make or bring any such claim against the

Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

INDEMNIFICATION: I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or resulting from any claim related to the Activities and/or my being present on the Company's premises.

MISCELLANEOUS: This Agreement constitutes the sole and entire agreement between the Company and myself with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. This Agreement is binding on and shall insure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Pennsylvania without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Northampton, Pennsylvania and I hereby consent to the exclusive jurisdiction of such courts. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions in any manner provided by law. Lastly, each party submits and specifically consents to personal jurisdiction in the courts of the state of Pennsylvania and hereby waives any objection based upon personal jurisdiction or forum non conveniens.

I grant Force Gymnastics, the right to take photographs/ videotape of myself and my family in connection with Force activities and events. I authorize Force, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that Force may use such photographs and / or video tape of me or my child(ren) and / or our voice with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

NOTE: If signing for a minor, use the below signature lines:

Minor's Name

Minor's Date of Birth

Parent/Legal Guardian Name

Parent/Legal Guardian Signature

Parent/Legal Guardian Address

Date