

PARTICIPATION AGREEMENT AND WAIVER

I HEREBY ACKNOWLEDGE that I have voluntarily permitted my family member to participate in gymnastics, dance, swim, classes, programs and/or other activities under the direction of TRICKS Gymnastics, Inc., (hereafter referred to as TRICKS).

I AM AWARE THAT GYMNASTICS, DANCE & SWIM ACTIVITIES (OR ANY OTHER PROGRAM OFFERED BY OR UNDER THE DIRECTION OF TRICKS GYMNASTICS, INC.) INVOLVE RISKS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH; AND I AM VOLUNTARILY PERMITTING PARTICIPANT TO PARTICIPATE IN THESE ACTIVITIES, WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY TO PARTICIPANT THAT MAY RESULT THEREFROM.

In addition, the undersigned acknowledges that novel coronavirus (SARS-CoV-2 or the resulting disease named COVID-19) infections have been confirmed throughout the United States, including cases in California. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC) and the California Department of Public Health (CDPH), for slowing the transmission of COVID-19, THE UNDERSIGNED HEREBY AGREES, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of the Gym (other than any exclusively online services and programs) within 14 days after exposure to any person who has a suspected or confirmed case of COVID-19. The undersigned hereby also agrees, represents, and warrants that neither the undersigned nor any participating children shall visit or utilize the facilities, services, or programs of TRICKS if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify TRICKS immediately if he or she believes that any of the foregoing access/use restrictions may apply.

TRICKS has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that TRICKS may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with its revised procedures prior to utilizing the facilities, services, and programs. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by TRICKS, social distancing of 6 feet per person among children and the gym staff may not be possible. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of TRICKS and acknowledges that use thereof by the undersigned and/or such participating children may, despite TRICKS's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER TRICKS FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY ON-SITE PROGRAM AFFILIATED WITH THE GYM, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, RELEASES, DEFENDS, INDEMNIFIES, WAIVES, DISCHARGES, HOLDS HARMLESS AND COVENANTS NOT TO SUE TRICKS GYMNASTICS, INC. or its respective directors, officers, shareholders, employees, volunteers and agents from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of TRICKS or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with TRICKS. The undersigned expressly and knowingly waives all rights under California Civil Code section 1542, which provides: "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."

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE CONCERNING THE MATTERS SET FORTH HEREIN. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM TRICKS GYMNASTICS, INC. IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO TRICKS GYMNASTICS, INC. THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

Should it be necessary, in the opinion of a member of the staff of TRICKS Gymnastics, Inc., to render first aid and assistance to Participant, I hereby grant permission to the staff of TRICKS Gymnastics, Inc. to render such aid and assistance.

As the legal parent or guardian, I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS.

Printed Name

Date

Signature