

RELEASE OF LIABILITY AND ASSUMPTION OF RISK - PARTICIPANT

The individual named below (referred to as “**I**” or “**me**”) desires to participate in gymnastics, parkour, and any related activity (collectively, the “**Activity**”) located at The City of San Diego Parks and County of San Diego Parks (the “**Premises**”) provided by LEGACY GYMNASTICS ACADEMY, a California corporation (the “**Company**”). In consideration of being permitted by the Company to participate in the Activity on the Company’s Premises and in recognition of the Company’s reliance hereon, I agree to all the terms and conditions set forth in this instrument (this “**Release**”).

I am aware and understand that the activity is a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or property damage. I acknowledge that any injuries that I sustain may result from or be compounded by the actions, omissions, or negligence of the company, including negligent emergency response or rescue operations of the company.

I am also aware of the contagious nature of bacterial and viral diseases including the 2019 novel coronavirus disease (COVID-19) (collectively, the “**Disease**”) and the risk that I may be exposed to or contract the Disease or other infectious diseases by being on the Premises and engaging in the Activity. I understand and acknowledge that such exposure or infection may result in serious illness, serious injury, disability, death, and/or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Company employees. I understand that the Company cannot guarantee that I will not become infected with the Disease or other infectious diseases while on the Premises and that being on the Premises may increase my risk of contracting the Disease.

I am familiar with federal, state, and local laws, orders, directives, and guidelines related to the Disease, including the Centers for Disease Control and Prevention (CDC) guidance on the Disease. I will comply with all such orders, directives, and guidelines while on the Premises, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings. I will also follow all instructions of the Company while on the Premises. I agree not to enter the Premises if I am experiencing symptoms of the Disease (such as cough, shortness of breath, or fever), have a confirmed or suspected case of the Disease, or have come in contact in the last 14 days with a person who has been confirmed to have or suspected of having the Disease.

NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE ACTIVITY AND THE DISEASE, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING THE PREMISES TO ENGAGE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE ACTIVITY INCLUDING BEING EXPOSED TO OR CONTRACTING THE DISEASE, WHETHER ARISING OUT OF THE ORDINARY NEGLIGENCE OF THE COMPANY OR ANY RELEASEES OR OTHERWISE.

I hereby expressly waive and release any and all claims which I may have, or which I may hereafter have, whether known or unknown, against the Company, and its officers, directors, managers, employees, agents, affiliates, shareholders, successors, and assigns (collectively, “**Releasees**”), on account of illness, injury, disability, death, or property damage arising out of or attributable to my participation in the Activity or exposure to or contracting the Disease, whether arising out of the ordinary negligence of the Company or 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. This waiver and release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be released by agreement.

I understand that by signing this release, I am waiving any and all claims, of any kind arising out of or attributable to my participation in the Activity and exposure to or contracting the Disease, including those claims that may be unknown to me, or which I do not suspect to exist at this time.

WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, I HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS I MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:

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 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, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by or awarded against the Company or any other Releasees in a final judgment, arising out of or resulting from any claim of a third party related to my participation in the Activity or exposure to or contracting the Disease, including any claims arising out of my own negligence or the ordinary negligence of the Company.

I hereby consent to receive from any licensed hospital, physician, or medical personnel any medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation.

This Release constitutes the sole and entire agreement of the Company and me 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 Release is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and their respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in County of San Diego, California and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY.

Date: _____
[Participant Name]

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability and Assumption of Risk.

Date: _____
[Parent/Guardian Name]

[Parent/Guardian Signature]