



## Customer Release of Liability, Assumption of Risk, Hold Harmless, and Indemnification Agreement

It is my desire as the Participant referred to herein to utilize the gymnasium, facilities, and tumbling equipment (hereafter the "Facilities") located at Boost Gymnastics ("BG"), 11 Vaughns Gap Road, Nashville, Davidson County, Tennessee 37205. In connection with my use of such Facilities, I understand that activities associated with tumbling, gymnastics, dancing, and cheerleading, involve risks that could cause injuries to any part my body. I likewise understand that my use of athletic equipment at the Facilities, which may include trampolines, double-minis, tumble tracks, and rope climbing equipment involve special risks that increase the risks of serious injuries due to the altitude or height of the activity and the harm associated with a fall from an elevated height (with activities associated with tumbling, gymnastics, dancing, and cheerleading, and the use of the athletic equipment at the Facilities being collectively referred to hereinafter as the "activities"). I understand that my participation in the activities within the Facilities involves submitting myself to a particularly high risk of sprains, strains, fractures, breaks, ruptures, and dislocations of the bones, muscles, ligaments, and tendons in the ankles, feet, knees, thighs, fingers, hands, arms, shoulders, back, wrists, and face, as well as other types of serious injuries described in paragraph 2 below. In exchange for my being allowed to participate in the activities at the Facilities owned and managed by BG, I agree (and if I am not 18 years old, my parent or legal guardian, agrees) to be bound by each of the following terms contained within this RELEASE OF LIABILITY, ASSUMPTION OF RISK, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (hereafter referred to as the "Agreement"):

- 1. Voluntary Participation. I understand and confirm that my participation in the activities within the Facilities mentioned above is voluntary. I attest that I am physically fit and do not have any medical conditions or health ailments that could be aggravated by my participation in the above-mentioned activities.
2. Identification of Risks. I understand that my participation in the activities within the Facilities may involve serious risk of injury to myself. I also understand that the risk of injury may include the possibility of permanent disability, paralysis, brain injury, illness, disease, and death. I recognize that other serious risks include heat and over-exertion injuries (such as heat stroke, cardiac arrest, and respiratory arrest), broken bones, nerve or spine damages, and joint dislocations. I understand that this Agreement is intended to address all of the risks associated with my participation in the above-mentioned activities undertaken within the Facilities, including, particularly, such risks created by action, inactions, or negligence on the part of BG and its shareholders, officers, managers, employees, agents, and volunteers (with such other persons possibly rendering services to BG in connection with the undersigned Participant's use of the Premises), including, but not limited to, risks created by the following: (a) my physical limitations and/or discomfort; (b) my use of the Facilities and/or the condition of the above-mentioned athletic equipment within the Facilities where such activities occur; (c) lack or inadequacy of policies, rules, or regulations with respect to use of such athletic equipment or Facilities; (d) the failure of BG to protect me from the actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons other than those affiliated with BG; (e) the inadequacy or unavailability of medical facilities or treatment; or (f) the lack of or inadequacy of supervision on the part of BG or its shareholders, officers, managers, employees, agents, and volunteers in respect to my use of the Facilities.
3. Assumption of Risk. I assume all risks that are connected with my participation in the activities within the Facilities. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the activities within the Facilities.
4. Release and Waiver. I release BG and its shareholders, officers, managers, employees, agents, and volunteers from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the activities within the Facilities (a "Claim"), whether or not caused in whole or in part by the negligence or other misconduct of BG or any of the individuals mentioned above.
5. Hold Harmless and Indemnification. I agree to hold harmless and indemnify (in other words, to reimburse and to be responsible for) BG and its shareholders, officers, managers, employees, agents, and volunteers from all claims for liability, injury, loss, damage, or expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my participation in the activities within the Facilities.
6. Binding Effect. This Agreement shall be binding upon myself and my relatives, personal representatives, insurers, members, heirs, beneficiaries, next of kin, or assigns and shall insure to the benefit of BG and its shareholders, officers, managers, employees, agents, and volunteers (with such shareholders, officers, managers, employees, agents, and volunteers being an intended beneficiary of this Agreement due to their involvement with BG's business).
7. Consent to Medical Treatment. I authorize BG and its managers, officers, employees, or volunteers to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to any participation in the activities within the Facilities. This consent does not impose a duty upon BG or its managers, officers, employees, or volunteers to provide such assistance, transportation, or services.
8. Applicable Law. Because BG and the Facilities are located in the State of Tennessee, and in order to provide certainty in the law to be applied to the construction of this instrument, this Agreement shall be governed, constructed, and enforced in accordance with the law of Tennessee.

THIS IS A RELEASE OF LIABILITY AND WAIVER. I HAVE READ THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT AND CONSENT. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT VOLUNTARILY.

If the person participating in the activities at BG's Facilities is not yet 18 years old, a parent or the legal guardian must sign: In exchange for my child or ward being allowed to use the BG Facilities described above, and as the parent or legal guardian of the above-named individual, I verify that I fully understand, agree to, and accept all provisions of the RELEASE OF LIABILITY, ASSUMPTION OF RISK, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

PRINT NAME OF LEGAL PARENT OR GUARDIAN OF MINOR \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

LEGAL PARENT OR GUARDIAN SIGNATURE \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_

PRINT NAME OF MINOR PARTICIPANT \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

(IF SAME AS ABOVE PLEASE WRITE SAME)

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

EMERGENCY CONTACT NAME \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ RELATION TO MINOR \_\_\_\_\_