Waiver and Liability

PLEASE READ CAREFULLY BEFORE SIGNING, THIS IS A LEGAL DOCUMENT Acknowledgment of Risks & Hazards, Liability Release & Agreement Not To Sue for: DYNAMITE CHEER & TUMBLING, LLC, DBA BIG ROCK GYMNASTICS. It's Owners, Officers, Directors and their Successors in Interest, Affiliates, Agents, Landowners, Contractors, Instructors/Coaches, Subcontractors, Referees, Employees, Volunteers and Insurers (Collectively, the "Releasees") Before being permitted to participate in gymnastics/cheerleading/tumbling/preschool programs, please read the following and sign below agreeing to comply with this agreement. Acknowledgement of Risks & Hazards: 1. I the participant and/or we the parent(s) and/or legal guardians will instruct the minor participant that, prior to participating in the indicated gymnastics/cheerleading or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I/We understand and agree that, if at any time, the participant feels anything to be unsafe; I/we will immediately take all precautions to avoid the unsafe area and refuse to participate further. 2. I/We fully understand and acknowledge that: A. THE ACTIVITIES OF THE EVENT(s) ARE VERY DANGEROUS and involve the risk of serious injury to any and all body parts, partial and/or total disability, paralysis, death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES> Further I understand and accept that minor injuries may become life-threatening emergencies when far away from convenient facilities. B. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including but not limited to the Releasees named above. I further understand there may be other risks not known to us or are not reasonably foreseeable at this time. C. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe. 3. I/We here by freely and expressly accept and assume all risks and responsibility for any, losses and/or damages following such injury, disability, paralysis or death however caused and weather caused in whole or in part by the negligence of the Releasees named above. I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees from any and all losses, damages, costs and attorney's fees resulting from any claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in these activities, related activities or use of the Releasees premises, equipment, or any equipment regardless of how or by whom or by what the personal injury, death and/or property damage was caused. As a condition of myself, or my child, being entitled to participate in the activities associated with DYNAMITE CHEER & TUMBLING, LLC, DBA BIG ROCK GYMNASTICS and being permitted to gain access to and use the facilities and premises, I hereby promise not to bring (on my behalf, on behalf of my child or otherwise) any claim against or sue RELEASEES. I hereby certify that I and/or my minor child are physically fit and have no medical conditions or allergies that affect the ability to participate in these activities. First Aid Release: I authorize Releasees to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my expense, if deemed necessary by Releasees. I understand and accept that minor injuries may become life-threatening emergencies when far away from others or convenient facilities. Further, in the case of serious illness or injury, if I cannot be reached, I give permission for treatment, including medical and/or surgical care necessary for the well-being of myself or my child (hereafter, "minor participant") at my expense. I understand that Releasees will, to the best of their ability attempt to notify me as soon as possible in the event of an emergency. I agree that upon transporting myself or my minor participant, to any medical facility, clinic or hospital, the responsibility of the Releasees shall be totally fulfilled and the Releasees shall have no further responsibility. Photographic Release: I/We consent to the use by Releasees of any pictures (video and print) for commercial purposes, or otherwise, of me or my minor child in connection with the activities of the Releasees, without restriction as to frequency, duration or

medium. I HAVE CAREFULLY READ THIS IMPORTANT DOCUMENT AND, FULLY UNDERSTAND ITS CONTENTS, AND I UNDERSTAND THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I (OR THE MINOR CHILD) OTHERWISE MAY HAVE, BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.