

INTEGRITY GYMNASTICS & WELLNESS LLC

**MINOR WAIVER AND RELEASE, ASSUMPTION OF RISK AND
INDEMNIFICATION AGREEMENT**

THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY. PLEASE READ CAREFULLY BEFORE SIGNING.

In consideration for the privilege of participation of the minor child identified below (the "Minor") at Integrity Gymnastics & Wellness LLC, 7373 West 107th Street, Overland Park, Kansas 66212 (the "Facility") in the Activities as defined herein, each undersigned parent or guardian agrees as follows:

1. I acknowledge and agree that participation in the activities of gymnastics, tumbling, [and other activities], including but not limited to warm-up, training, practice, competitions, clinics, and social events and parties (referred to herein as the "Activities") expose the Minor to certain risks, hazards, and dangers, including risks that cannot be predicted or controlled, arising out of contact with other participants, spectators, equipment, and fixed objects; falls, collisions, rough play, and other mishaps; flaws and defects in equipment; and negligent Facility maintenance and coaching.

2. I understand the nature of the Activities and the Minor's experience and capabilities and believe the Minor is qualified to participate in such Activities. I further acknowledge that the Minor and I are aware the Activities may include events open to the public, including spectators not necessarily subject to the control and direction of Facility management. I agree and will instruct the Minor that, if at any time the Minor or I believes conditions to be unsafe, he/she will immediately discontinue further participation in the Activities.

3. I agree that the Activities require physical exertion and the Minor should be in good health and fit for play. I agree that it is my responsibility to evaluate the Minor's qualifications for the Activities, and the Minor's health and condition, and determine whether the Minor is capable of safely participating in the Activities. If the Minor is not qualified or in good health or condition, I realize this may create additional risk.

4. **I FULLY UNDERSTAND** that: (a) the Activities involve risks and dangers of **SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH** ("Risks"); (b) these Risks and dangers may be caused by the Minor's own actions, or inaction, the actions or inaction of others participating in the Activities, the condition of the Facility, and/or **THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW**; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time, as well as risks inherent in the Activities; and for and on behalf of the Minor and myself, **I CONSENT TO THE MINOR'S PARTICIPATION IN THE ACTIVITIES AND FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES INCURRED AS A RESULT OF SUCH PARTICIPATION.**

5. Release of Liability.

(a) **Release – Minor's Rights.** In consideration for the privilege of the Minor's participation in the Activities, each undersigned parent/guardian, for and on behalf of the Minor, hereby **RELEASES, DISCHARGES, COVENANTS NOT TO SUE, AND AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS INTEGRITY GYMNASTICS & WELLNESS LLC** and its administrators, directors, agents, officers, volunteers, and employees, other participants, sponsors, advertisers and vendors (each considered one of the "Releasees" herein), and each of them, of and from any and all liability, claims, demands, losses, personal injury, damages, medical expense, lost opportunities, or attorneys fees and costs, suffered by the Minor or incurred on his/her account with respect to the Minor's personal injury and other rights of the Minor to recover for injury or harm, disability, death and/or property damage suffered by the Minor, arising directly or indirectly from the Minor's participation in the Activities, and caused or alleged to be caused in whole or in part by the Releasees or any of them, and further agrees that if, despite this release, the Minor or any other person makes a claim on the Minor's behalf against any of the Releasees, **THE UNDERSIGNED WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS THAT ANY OF THEM MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY THE UNDERSIGNED, THE MINOR, OR ANOTHER PERSON.**

(b) **Release – Parents’/Guardians’ Rights.** Furthermore, in consideration for the privilege of the Minor’s participation in the Activities, each undersigned parent/guardian hereby **RELEASES, DISCHARGES, COVENANTS NOT TO SUE, AND AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES**, and each of them, of and from any and all liability, claims, demands, losses, personal injury, damages, medical expense, lost opportunities, or attorneys fees and costs, that the parent(s)/guardian(s) of the Minor may have or sustain with respect to any and all personal injury and other injury or harm, disability, death, and/or property damage suffered by the Minor or the undersigned, arising directly or indirectly from the participation of the Minor in the Activities, and caused or alleged to be caused in whole or in part by the Releasees or any of them, and further agrees that if, despite this release, the undersigned or any other person makes a claim against any of the Releasees, **THE UNDERSIGNED WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS THAT ANY OF THEM MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY THE UNDERSIGNED OR ANOTHER PERSON.**

(c) **All Claims and Damages.** This Section and the releases of liability herein shall apply (without limitation) to all claims, demands, losses, damages, and liabilities, including, but not limited to, all claims for negligence, contribution, and indemnity, and claims of negligent rescue operations, first aid and emergency care, to the broadest extent permitted by applicable law. The covenants and undertakings of this document are given for and on behalf of and shall be binding upon the Minor, each parent/guardian of the Minor, and the Minor’s and such parent(s)/guardian(s)’ family, heirs, estate, next of kin, executors, administrators, legal representatives, beneficiaries, successors and assigns.

6. Venue and Jurisdiction. In the event of a dispute between the undersigned or the Minor (or another person acting on behalf of either of them) and Integrity Gymnastics & Wellness LLC or any of the other Releasees, the exclusive venue and jurisdiction for any lawsuit arising out of such dispute shall be the State or Federal courts encompassing the County of Johnson, Kansas.

7. Severability. If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated.

8. Governing Law: The undersigned understands and agrees that this document is intended to be as broad and inclusive as permitted under applicable law and shall be governed by Kansas law.

I HAVE CAREFULLY READ THIS AGREEMENT AND BY SIGNING BELOW AGREE TO ALL OF ITS TERMS. I SIGN THIS DOCUMENT VOLUNTARILY AND WITH FULL UNDERSTANDING OF ITS TERMS AND LEGAL SIGNIFICANCE. I AM A PARENT/GUARDIAN OF THE MINOR, AND I ATTEST THAT I HAVE LEGAL RESPONSIBILITY OVER THE MINOR, AND FURTHER ATTEST THAT, IF I AM THE SOLE PARENT/GUARDIAN SIGNING BELOW, MY SIGNATURE IS SUFFICIENT TO CONSENT TO THE PARTICIPATION OF THE MINOR IN THE ACTIVITIES AND TO ENTER INTO THIS AGREEMENT FOR AND ON BEHALF OF THE MINOR.

PROVIDE NAME OF MINOR(S): _____

Parent/Guardian’s Signature Printed Name Date