

CAPITAL GYMNASTICS
RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNIFICATION

The individual named below (referred to as "I", "me", or "**Participant**") voluntarily elects to accept the risks connected with and thereby desires to participate in utilizing the Activities (whether singular or plural, hereinafter referred to as the "**Activities**", defined below) provided by Austin Gymnastics, LLC, a limited liability company registered to do business in Texas (also known as Capital Gymnastics) (the "**Company**"), located at 4600 Campus Village Drive, Round Rock, TX; 419 Kingston Lacy Blvd, Pflugerville, TX; and 504 Denali Pass, Cedar Park, TX (collectively, the "**Premises**"). As a general rule, when a person visits an establishment, that person assumes certain risks for injuries that are the natural and foreseeable consequences of the activities therein. Here, the Activities that begin when the Participant enters the Premises include but are not limited to the utilization of the Premises, which houses high-impact, high-velocity, and potentially dangerous activities and equipment, including gymnastics equipment, platforms, and courses (including but not limited to balance beams, bars, foam pits, high bars, horizontal bars, parallel bars, pommel horses, single bar, rings, ropes, spotting blocks, trampolines, tumble track, landing mats, uneven bars, vault, and vault spring board); Ninja-related equipment, platform, and courses (including but not limited to rotating, unstable, and/or uneven platforms and apparatuses; ropes; bars; foam pits; unstable, uneven, and/or angled surfaces; unstable, uneven, and/or angled steps; swivel steps; strong immovable structures; rings; pegs; hooks; warped walls; cradle bars; rock-climbing walls; nets; rolling rails; unstable, uneven, and/or angled bridges; spinning knob-like devices; swinging platforms and structures); and other activities that are presented at the Premises (including but not limited to utilizing an inflatable bounce house device, which has Participant jumping and bouncing on air-filled equipment). These Activities that include but are not limited to climbing, running, jumping, swinging, stumbling, falling, tumbling, and landing are designed to test the Participant's agility, balance, and strength as well as improve the Participant's cardio and coordination abilities. The ultimate goal of the Company is to provide a safe, healthy, and positive environment for everyone in connection with the Activities at its Premises. In order to allow the Company to accomplish this goal, I agree that the Company may stop me from the Activities upon the Company's sole discretion, and I agree to abide by such requests made by the Company. In consideration of being permitted by the Company to participate in the Activities and the intangible value that I will gain by participating in the Activities, and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument ("**Release**"). This Release extends to the Participant (if either a minor or adult) and, when applicable, to the minor Participant's parent or legal guardian. Participant (and, if applicable, Participant's parent or legal guardian) assert that it is in a physically, emotionally, and mentally fit state to participate in the Activities.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE 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. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE AND AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE COMPANY, AND ITS OFFICERS, DIRECTORS, MANAGER(S), EMPLOYEES, AGENTS, AFFILIATES, SHAREHOLDERS/MEMBERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN THE ACTIVITIES, 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. I HEREBY UNDERSTAND AND BELIEVE THAT THE EXCULPATORY PROVISIONS CONTAINED HERE DO NOT VIOLATE PUBLIC POLICY BECAUSE ENGAGING IN THE ACTIVITIES IS NOT AN ESSENTIAL SERVICE OR PRACTICAL NECESSITY, NOR IS THE COMPANY ENGAGING IN ACTIVITIES OF GREAT PUBLIC INTEREST OR IN THE PERFORMANCE OF NECESSARY SERVICE THAT BY ITS NATURE WOULD INVALIDATE EXCULPATORY PROVISION DUE TO PUBLIC POLICY FACTORS. THIS WAIVER AND RELEASE DOES NOT EXTEND TO CLAIMS FOR GROSS NEGLIGENCE, WILLFUL OR INTENTIONAL MISCONDUCT, OR ANY OTHER LIABILITIES THAT TEXAS LAW DOES NOT PERMIT TO BE RELEASED BY AGREEMENT.

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/AWARDED AGAINST THE COMPANY OR ANY OTHER RELEASEES IN A FINAL JUDGMENT ARISING OUT OF OR RESULTING FROM ANY CLAIM OR CLAIM OF A THIRD PARTY RELATED TO THE ACTIVITIES, INCLUDING ANY CLAIM RELATED TO MY OWN NEGLIGENCE OR THE ORDINARY NEGLIGENCE OF THE COMPANY. THIS INTENTION TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY IS STATED IN LANGUAGE THAT IS CLEAR AND UNEQUIVOCAL AND IN NO WAY IS AGAINST ANY PUBLIC POLICY INTEREST.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activities. 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. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services. I recognize and understand that this state has enacted a Good Samaritan law covering liability for emergency care, including but not limited to Texas Civil Practice and Remedies Code, Section 74.152.

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 or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent 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, and therefore the remaining terms and provisions of this Release and their application to other parties

or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Release is binding on and shall inure to the benefit of the Company and me and their respective 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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas 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 Travis County, Texas, and I hereby consent to the exclusive jurisdiction of such courts. I ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, I IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. I CERTIFY AND ACKNOWLEDGE THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) I HAVE CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) I MAKE THIS WAIVER VOLUNTARILY, AND (D) I HAVE DECIDED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.

PLEASE READ IF PARTICIPANT IS A MINOR CHILD:

I am the parent or legal guardian of the minor Participant Child named in this Release. I acknowledge having read and fully understood this Release agreement in its entirety. I have the legal right to consent to and, by signing or accepting below, I hereby do consent to the terms and conditions of this Release on behalf of myself and my Participant child, and that the language herein is binding to us individually and collectively -- and include myself in waiving my rights and my Participant Child's rights and thereby release the Company of liability expressly stated in this Release agreement, including but not limited to my rights as a parent or otherwise in recovering any damages or bringing a claim against the Company on behalf of myself or my Participant Child.

BY SIGNING OR ACCEPTING THIS RELEASE, I ACKNOWLEDGE AND AGREE 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, WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE OR ACCEPTANCE TO BE THE REQUIRED EVIDENCE OF MY ASSENT TO COMPLETELY AND UNCONDITIONALLY RELEASE ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant Name: _____ DOB: _____

Parent/Legal Guardian/Participant Signature: _____

Date: _____