

Merino Trampoline Gymnastics Academy, LLC
LIABILITY RELEASE, WAIVER AND INDEMNIFICATION

Prior to participation, this form must be signed by at least one of the participant's parents or legal guardians if the participant is not yet 18 years old. Participant's signatures are required if 18 years of age or older and are helpful when age-appropriate.

Name of participant: _____ (the "gymnast") DOB _____

Address: _____

City: _____ State: _____ Zip: _____

Parent/Guardian 1 Name (print): _____

Parent/Guardian 1 Cell Phone: (_____) _____

Parent/Guardian 2 Name (print): _____

Parent/Guardian 2 Cell Phone: (_____) _____

I consent to my/the minor's participation in Merino Trampoline Gymnastics Academy, LLC's program, including but not limited to, class, competition, team, tumbling, gymnastics, cheerleading, trampolines, parent & child class, birthday parties, martial arts, recreational and/or instructional classes, related activities, non-gymnastics activities and other equipment such as sports activity, inflatables, dance, climbing, running, weight lifting, swimming and playground activities (hereinafter referred to as the "Activity"). I, and, if I am not yet 18 years old, my parents or legal guardians, agree to be bound as follows (the term "I" in this release refers to both the gymnast and his or her parents or legal guardians) and acknowledge that I fully understand my/the minor's participation may involve risk of serious injury, illness, or death, including losses that may result not only from my/the minor's own actions, inaction, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the activity is being conducted, and/or the rules of play of this type of activity. I/the minor is physically and mentally capable of participation in the activity, and I shall notify the staff immediately if I/the minor should be unable to continue participation.

(1) Acknowledgment and Assumption of Risks. I am aware that the Activity is vigorous sporting activities involving height and rotation in a unique environment and, as such, they pose a risk of injury. I understand that the Activity always involves risks of serious bodily injury, including, but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, permanent disability, and serious injury to virtually all bones, joints, muscles, and internal organs, and that the mats, pits, and other safety equipment and apparatus are provided for my/the minor's protection, including the active participation of a coach or teacher who may spot or assist in the performance of certain skills. I understand that this assistance may be inadequate to prevent injury, serious or otherwise, and that the risk of harm may be limited by all of the safety equipment and trained coaches, but never eliminated. I also understand that injury may be sustained and/or risk increased by the gymnast's actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, the negligence of the "Released Parties" named below, or other causes. I understand that participation in the Activity involves activities incidental to active participation in gymnastics, including moving from event to event, conditioning, stretching, and other activities that may leave me/the minor vulnerable to the reckless actions of other participants who may not have complete control over their actions or knowledge of the risks involved and hereby agree to accept my/the minor and all inherent risks of property damage, personal injury, or death. I understand that if I have any risk concerns, I shall discuss them completely with the staff before I sign this agreement and before my/the minor's participation in the activity begins. I further understand that there may be other risks either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, cost, and damages that may result from the Activity. I hereby give my approval of and consent to the gymnast's participation in the Activity. I assume all risks and hazards incidental to the Activity and to transportation to and from the Activity.

(2) Representation of Ability to Participate. I understand the nature of the Activity, and I represent that the gymnast is qualified, in good health, and in proper physical condition to participate in the Activity. Should I ever believe that any of the above representations have become untrue, or if I should ever believe that the Activity is not safe or is no longer safe for the gymnast, then it will be my responsibility immediately to discontinue the gymnast's participation in the Activity.

(3) **Release.** I hereby release, acquit, covenant not to sue, and forever discharge Merino Trampoline Gymnastics Academy, LLC, its owners, officers, administrators, employees, agents, volunteers, sponsors, advertisers, coaches and supervisors, and the owners or lessors of any facilities within which the Activity is conducted, their respective agents and employees, and all other persons providing facilities or assisting in the conduct of the Activity and in the transportation of participants to and from the Activity (collectively the "Released Parties") of and from any and all actions, causes of action, claims, demands, liability, losses or damages of whatever name or nature, including, but not limited to, those arising from or in any way related to the negligence of any of the Released Parties, that arise out of or are connected in any way to the gymnast's participation in the Activity and the transportation of the above named gymnast to and from the Activity (collectively the "Released Claims").

In consideration of my/the minor's participation, I hereby release, discharge, and covenant not to sue Merino Trampoline Gymnastics Academy, LLC, the Merino Trampoline Gymnastics Academy, LLC member(s), administrators, directors, officers, any of their employees, teachers, coaches, volunteers, agents, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place (each considered to be one of the RELEASEES herein) from any and all liability, present and future claims, demands, losses, or damages, on my/the minor's account caused or alleged to be caused in whole or in part from ordinary negligence of Merino Trampoline Gymnastics Academy, LLC, or any RELEASEES, or others listed, for property damage, personal injury or wrongful death, arising as a result of my engaging in or receiving instruction in gymnastics, cheerleading or any other activities or any activities incidental thereto, wherever, whenever or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me/the minor, my/the minor's family, estate, heirs or assigns.

I further agree to indemnify and hold harmless Merino Trampoline Gymnastics Academy, LLC and all other listed for any and all claims arising as a result of my engaging in or receiving instruction in Merino Trampoline Gymnastics Academy, LLC activities or any activities incidental thereto, whenever, wherever, or however the same may occur. I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Alabama and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the State of Alabama.

I affirm that I am of legal age and am freely signing this agreement. (If the participant is a minor, I affirm that I am the parent or legal guardian of the minor and affirm that I agree to all portions of this RELEASE AND WAIVER.) I affirm that I/the minor have/has no physical or mental limitations that I have not specifically identified to the staff, in writing. I have read this form and fully understand that by signing this form, I am giving up legal rights and or remedies that may be available to me/the minor for the ordinary negligence of Merino Trampoline Gymnastics Academy, LLC, or any person listed above.

(4) **Indemnification.** I will defend, indemnify and hold harmless the Released Parties from (that is, to reimburse and be responsible for) any loss or damage, including but not limited to costs and reasonable attorney's fees (including the cost of any claim I might make or that might be made on my behalf or the gymnast's behalf that is released in this document), arising out of or connected in any way with any of the Released Claims.

I have read, and been given a copy of the Policies and Procedures for parents, spectators, and participants, and agree to abide by all rules and conditions set forth therein and to accept the judgment of the program officials in this regard.

I have read and understood this acknowledgement and assumption of risk, representation of ability to participate, release, indemnification, and information for parents and athletes. I understand that by signing this document, I am giving up substantial rights. I am executing this document voluntarily and with full knowledge of its significance. I acknowledge that Merino Trampoline Gymnastics Academy, LLC is not responsible for any injury (or loss of property) to any person while practicing, training, taking class, completing, participating in open gym, camps, parents night out, special events, demonstrations or shows, or in any other way involved in gymnastics, cheerleading, preschool, teens, or any activity, public, private, organized or spontaneous, at Merino Trampoline Gymnastics Academy, LLC for any reason whatsoever, including ordinary negligence on the part of Merino Trampoline Gymnastics Academy, LLC, its member(s), officers, agents, or employees.

Signature of Participant

Date

Signature of Parent/Guardian 1

Date

Signature of Parent/Guardian 2

Date

D1 SPORTS LIABILITY WAIVER & RELEASE

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- PLEASE REVIEW AS YOU ARE SIGNING AWAY CERTAIN RIGHTS AND LIMITING OTHERS •

RELEASE OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK: D1 SPORTS TRAINING OF HUNTSVILLE, LLC ("D1") UNDERTAKES THE RESPONSIBILITY TO PROVIDE YOU WITH EXPERT SPORTS TRAINING, INCLUDING WITHOUT LIMITATION, BASKETBALL AND OTHER SPORT SPECIFIC TRAINING AND GROUP FITNESS TRAINING, AND OTHER RELATED SERVICES (THE "PROGRAM"). BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING: YOU REPRESENT THAT YOU ARE PHYSICALLY FIT TO PARTICIPATE IN THE D1 PROGRAM AND THAT, PRIOR TO PARTICIPATION IN THE PROGRAM, YOU HAVE CONSULTED A PHYSICIAN REGARDING ANY LIMITATIONS OR MEDICAL RISKS THAT YOU MAY HAVE IN RELATION TO THE PROGRAMS AND CERTIFY THAT YOU ARE FREE FROM ANY SUCH LIMITATIONS AND MEDICAL RISKS. YOU FURTHER UNDERSTAND AND AGREE THAT THE PROGRAM INVOLVES PHYSICAL EXERTION AND STRENUOUS PHYSICAL ACTIVITY BY YOU, WHICH ENTAILS CERTAIN RISKS AND SERIOUS BODILY INJURY AND/OR DEATH MAY OCCUR. FOR EXAMPLE, PHYSICAL CONTACT WITH OTHER PARTICIPANTS, EQUIPMENT OR SURFACES MAY OCCUR DURING THE PROGRAM. WITH FULL KNOWLEDGE OF THE RISKS OF SERIOUS BODILY INJURY AND DEATH, YOU VOLUNTARILY CHOOSE TO PARTICIPATE IN THE PROGRAM AND (I) HEREBY FOREVER RELEASE, COVENANT NOT TO SUE, DISCHARGE AND WAIVE ALL LIABILITY ON BEHALF OF D1, IT'S EMPLOYEES, EXECUTIVES, AGENTS, AFFILIATES (INCLUDING WITHOUT LIMITATION, AFFILIATE D1 SPORTS HOLDINGS, LLC), OWNERS, SUBSIDIARIES, PARTNERS, SPONSORS, OWNERS AND LESSEES OF THE PREMISES, CONSULTANTS, VOLUNTEERS AND CONTRACTORS (THE "RELEASEES") FOR ANY BODILY INJURY OF ANY KIND, PROPERTY DAMAGE OR DEATH, SUFFERED BY YOU AS A RESULT OF YOUR PARTICIPATION IN THE PROGRAM, REGARDLESS OF WHETHER SUCH BODILY INJURY OR DEATH WAS DUE TO NEGLIGENCE OF ANY KIND COMMITTED BY D1 OR THE RELEASEES OR OTHERWISE, (II) AGREE TO INDEMNIFY AND HOLD HARMLESS D1 AND THE RELEASEES FROM ANY LOSS, LIABILITY OR COST THEY MAY INCUR ARISING OUT OF OR RELATED TO YOUR PARTICIPATION IN THE PROGRAM, AND (III) ASSUME FULL RESPONSIBILITY FOR ANY BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO YOUR PARTICIPATION IN THE PROGRAM.

GOVERNING LAW; ARBITRATION. NOTWITHSTANDING YOUR AGREEMENT NOT TO SUE D1 AND THE RELEASEES AND WITHOUT D1 OR RELEASEES WITHOUT WAIVING THEIR RIGHTS UNDER THE FOREGOING PARAGRAPH, YOU AGREE THAT IN THE EVENT OF ANY LEGAL ACTION, ALL SUCH LEGAL PROCEEDINGS OF ANY KIND, INCLUDING THOSE RELATED TO THE ENFORCEABILITY OF THIS WAIVER, SHALL BE ARBITRATED IN ACCORDANCE WITH THE "GOVERNING LAW; ARBITRATION" PROVISION OF THE SIMULTANEOUSLY EXECUTED MEMBER TRAINING AGREEMENT.

YOU CERTIFY THAT YOU HAVE READ THE FOREGOING AND UNDERSTAND THAT BY SIGNING BELOW, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS AND REMEDIES AND INTEND THAT YOUR SIGNATURE BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY ON BEHALF OF D1 AND THE RELEASEES TO THE GREATEST EXTENT PERMITTED BY LAW.

SOCIAL MEDIA RELEASE. I HEREBY AUTHORIZE D1 SPORTS TRAINING OF HUNTSVILLE, LLC AND AFFILIATE, D1 SPORTS HOLDINGS, LLC (COLLECTIVELY REFERRED TO IN THIS PARAGRAPH AS "D1") TO RECORD MY NAME, LIKENESS, IMAGE, VOICE AND PARTICIPATION IN FILM, TAPE OR OTHERWISE FOR USE IN ALL D1 RELATED INITIATIVES. I AGREE THAT ALL PHOTO, VIDEO AND OTHER PRODUCTION RELATED MATERIALS MAY BE EDITED AND OTHERWISE ALTERED AT THE SOLE DISCRETION OF D1 AND USED IN WHOLE OR IN PART AT THE SOLE DISCRETION OF D1,

WHETHER IT BE FOR PUBLIC OR PRIVATE USE. I FURTHER AGREE AND UNDERSTAND THAT I HAVE NO RIGHTS TO ANY PRODUCTION RELATED TO D1 OR ANY BENEFITS DERIVED THEREFROM, THEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASING AND WAIVING ALL RIGHTS, LEGAL AND MORAL, SO THAT D1 MAY FULLY EXPLOIT MY NAME, LIKENESS, IMAGE, VOICE AND PARTICIPATION IN FILM, TAPE, SOCIAL MEDIA OR OTHERWISE. D1 AGREES TO COMPLY WITH APPLICABLE PRIVACY LAWS.

AGREED AND ACCEPTED:

Participant's Signature: _____

Date: _____

Parent or Guardian Signature (if under age 18) _____