

GYMKIX RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“AGREEMENT”)

All of the children and adults in my family (to include extended family) that may participate at any time, for any program, are included under this Registration & Release of Liability Waiver even if their name is not on the Registration Form at this time. It will be my responsibility to inform them of the following information:

In consideration of participating in the GymKix and The Ninja Zone programs, I represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the “releases”; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the activity.

I hereby release, discharge, and covenant not to sue GymKix LLC and The Ninja Zone, its respective administrators, directors, agents, officers, volunteers, shareholders and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the “RELEASEES” herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operations and further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I, the minor’s parent and/or legal guardian, understand the nature of the above referenced activities and the Minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor’s account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

I further give my consent for GymKix and The Ninja Zone to use my child’s image from pictures taken of GymKix and The Ninja Zone activities and competitions, or for which myself or child modeled for, in marketing promotion materials. I understand that we will receive no compensation for the use of our image.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

By entering this facility, you are aware that you agree to fully accept all known and unknown risks, including the potential risk of exposure to illness such as the coronavirus. The coronavirus is primarily transmitted via exhaled respiratory droplets, most often through coughing and sneezing. These droplets can travel up to six feet and are more commonly transmitted between persons rather than from equipment to persons.

Although we regularly sanitize our equipment, you understand that you may be exposed to illnesses/coronavirus or its symptoms through no fault of our own.

You understand and agree that you will hold us harmless and you will not hold us liable for any real or perceived symptoms of coronavirus or any other disease, illness, or condition, nor for exacerbating any existing symptoms, and you fully agree to accept all risks of entering the facility, using the equipment, working with GymKix staff, attending classes, and/or interacting or being exposed to other members.

I have read and understand the GymKix FAQ's and Policies. I understand the payment policies and that I must give a 30-day notice for class changes/cancellations.

I have been informed of the proper attire is for my child's classes. I understand that I will receive **e-mail updates** that contain my monthly invoice, updates, and more. I will do my best to ensure that the e-mails are not blocked so that I can be well informed of all the activities going on at GymKix.

Have any of the children that will attend classes at GymKix been diagnosed with any of the following (Check All That Apply):

- | | | |
|--|---|---|
| <input type="checkbox"/> ADHD or Personality Disorder | <input type="checkbox"/> Blood Pressure | <input type="checkbox"/> Convulsive Disorder |
| <input type="checkbox"/> Autism | <input type="checkbox"/> Problems/Medication | <input type="checkbox"/> Uncontrolled Asthma |
| <input type="checkbox"/> SpecialNeeds:
_____ | <input type="checkbox"/> Cardiac Conditions | <input type="checkbox"/> Diabetes |
| <input type="checkbox"/> Loss of Consciousness or
Dizziness | <input type="checkbox"/> Chest Pain | <input type="checkbox"/> Infectious Skin Disorder |
| <input type="checkbox"/> History of a liver disorder, spleen disorder, kidney disorder, or detached retina | <input type="checkbox"/> Bone/Joint Problems | <input type="checkbox"/> Severe Allergy:
_____ |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Head/Neck Injury or Concussion | |
| <input type="checkbox"/> None of the above | | |

Are you aware, through your own experience or a doctor's advice, of any other physical reason against you or your family members exercising without medical supervision?

Yes **No**

I, the minor's parent and/or guardian, understand that if my child requires maintenance medication or specific instructions for their disability/special need that a trained parent or guardian must remain in the building during my child's class. I also understand that if my child has been medically diagnosed with a medical problem, disability or special need, I may need to have a doctor's release form before my child's first class. It is my responsibility to bring the doctor's release to the front desk. My child may not be allowed to attend class, without refund, if I do not have the doctor's release on file at GymKix.

Printed Name: _____

Signature of Parent/Guardian: _____ **Date:** _____