

PINNACLE GYMNASTICS

PARTICIPANT RELEASE, WAIVER, AND ASSUMPTION OF THE RISK

I desire for myself or my child(ren) to participate in one or more of the programs or activities offered by Pinnacle Gymnastics & Trampoline, Inc. ("Pinnacle Gymnastics"), which may take place at the Pinnacle Gymnastics Facility owned by Pinnacle Properties of Medina, LLC, who along with Pinnacle Gymnastics and their respective employees, members, directors, officers, volunteers, affiliates and agents are hereafter referred to as "Pinnacle". Such programs and activities may include, without limitation, instruction, training, and competition in the sport of gymnastics, open gym, birthday parties, sleepovers, shows, demonstrations, other social and recreational activities, and transportation to and from such events (hereafter the "Activities"). As consideration for the opportunity to be present at and participate in the Activities, I, individually and on behalf of my child(ren) (hereafter "Participant"), HEREBY AGREE TO ASSUME THE RISK AND RESPONSIBILITY AND TO WAIVE AND RELEASE PINNACLE FROM ALL CLAIMS AND LIABILITY AS SET FORTH HEREIN.

ASSUMPTION OF THE RISK. Participant understands, appreciates and acknowledges: (i) that there are inherent risks and dangers of injury that may occur in the course of participating in the Activities and in being on the grounds of the Pinnacle Gymnastics Facility, including but not limited to the risk of exposure to communicable disease through close contact with other people and objects touched by other people, the risks and dangers associated with activities involving height, rotation, skills, and techniques, and the risks and dangers associated with facilities containing equipment, apparatus, mats, trampolines, and pits unique to the sport of gymnastics; (ii) that participation in the Activities or presence at the Pinnacle Gymnastics Facility may involve risk of bodily injury including, but not limited to, injuries to bones, joints, muscles and internal organs, illness, temporary or total disability or paralysis, death, or other harm and property damage; and (iii) THAT ME AND/OR MY CHILD(REN) ARE KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITIES AND ARE PRESENT AT THE PINNACLE GYMNASTICS FACILITY WITH THE EXPRESS UNDERSTANDING OF THE RISKS AND DANGERS INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, ILLNESS, DEATH, AND/OR PROPERTY DAMAGE, WHETHER CAUSED BY OR THE RESULT OF NEGLIGENCE OF PINNACLE OR ANY OTHER PARTICIPANT, TO THE FULLEST EXTENT PERMITTED BY LAW.

RELEASE AND WAIVER. PARTICIPANT HEREBY EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS, NOW OR HEREAFTER KNOWN, AGAINST PINNACLE FOR ANY INJURY, ILLNESS, DEATH, AND/OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY OR MY CHILD(REN)'S PARTICIPATION IN THE ACTIVITIES OR PRESENCE AT THE PINNACLE GYMNASTICS FACILITY, WHETHER ARISING OUT OF THE NEGLIGENCE OF PINNACLE OR ANY OTHER PARTICIPANTS, TO THE FULLEST EXTENT PERMITTED BY LAW. PARTICIPANT COVENANTS NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST PINNACLE AND FOREVER RELEASE AND DISCHARGE PINNACLE FROM LIABILITY UNDER SUCH CLAIMS.

This Release is binding on and shall inure to the benefit of Pinnacle, its successors and assigns, and on Participant, his/her/their heirs, beneficiaries, and representatives. All matters arising out of or relating to this Release shall be governed by the laws of the State of Ohio. Any claim or cause of action arising under this Release may only be brought in the federal or state courts located in Medina, Ohio. Participant consents to venue and the exclusive jurisdiction of such courts.

I/WE HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE TERMS ABOVE AND ACKNOWLEDGE THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

Participant or Parent/Guardian Signature

Date

Participant or Parent/Guardian Signature

Date

