

**WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT**

1. **Waiver.** In consideration of being permitted to use the property, facilities, and equipment located at Ultimate Kids, LLC gymnastics center (hereinafter referred to as the "Gymnastics Center") I (or as the Parent or Guardian on behalf of an individual under the age of 18 years old), for myself, my heirs, personal representatives, and assigns, do hereby release, waive and forever discharge Ultimate Kids, LLC and Fly Factor, LLC (collectively, the "Companies"), their successors, assigns, officers, directors, employees, agents, from any and all liability, claims, demands, medical bills, expenses, costs, actions and causes of action whatsoever arising out of or relating to any loss, damage to property or personal injury, including death, that may be sustained by me, whether caused by the negligence of the Companies or otherwise, while I am on or about the premises of the Gymnastics Center, participating in any classes hosted by the Companies or using any of the equipment at the Gymnastics Center.

2. **Assumption of the Risk.** Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the effort to avoid injuries. The Companies have a facility for gymnastics, bungee and aerobics equipment and other sporting activities. Some of these activities involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system.

The specific risks vary from one activity to another, but the risks range from minor injuries such as bruises and sprains to major injuries such as a spinal injury, injuries to muscles and organs, loss of sight, joint or back injuries, heart attacks and concussions, to catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by my use of the Gymnastics Center. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

3. **Indemnification.** I agree to save harmless and indemnify the Companies, their successors, assigns, officers, directors, employees, agents, from and against all lawsuits, claims, actions, costs or legal fees, expenses which may be incurred in defending any lawsuit or claim that may be brought against the Companies with respect to my death, injury, loss or damage to myself or my property arising out of or in connection with my use of the Gymnastics Center regardless of whether my death, injury, loss or damage may have been contributed to as the result of the Companies' negligence or otherwise.

4. **Severability.** The undersigned expressly agrees that the provisions in this Agreement are intended to be as broad and inclusive as it is permitted by the laws of the State of North Carolina and that if any portion is held to be invalid, illegal or unenforceable, it is agreed that the remaining portions shall continue in full force and effect.

5. **Acknowledgment of Understanding.** I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, and fully understand its terms. I acknowledge that I am signing the Agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

(Participant Print Name)

(Parent or Guardian Print Name if Participant Under 18)

Participant Signature

Parent or Guardian Signature

Date

Date