

## **Assumption of Risk, Waiver, and Release from Liability**

I, the undersigned, and my child(ren) desire to participate in activities with Kris' Power Tumbling, LLC, hereinafter referred to as "Activities"), including, but not limited to tumbling, trampoline, double mini, dance, cheerleading activities, competitions, in addition to any type of camp, birthday party, or fun night at any location of Kris' Power Tumbling, LLC d/b/a Kris' Power Tumbling, Dance & Cheer Center (hereinafter referred to as the "KPTC") and taught by employees of KPTC. This Assumption of Risk, Waiver, and Release from Liability covers the entirety of my Activities in and upon their property, including all travel to and from my participation in Activities at KPTC.

1. Risk Factors: I understand and acknowledge that my participation in Activities, upon the KPTC property, involves risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to permanent disability, paralysis, and possibly death. These risks may result from a variety of circumstances including, but not limited to, property damage and personal injury. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment, facilities and vehicles, from the activity itself, from the acts of myself or others, including the Officers, Directors, Shareholders, and their agents or from the unavailability of emergency medical care.

2. Assumption of Risk: I am participating in the Activities as my own free will. I understand that my decision to participate in the Activities, is entirely voluntary and is not a requirement. I assume full responsibility for all risks that may arise out of or result from my participation in the Activities, including by not limited to those risks described in Section I, above.

3. Release, Indemnify, and Defend: I hereby release, waive, discharge, and hold harmless KRIS' POWER TUMBLING, an Illinois Limited Liability Company, and all of its owners, affiliates, predecessors, successors, trustees, officers, members, directors, faculty, employees, agents, family members, beneficiaries and representatives, past or present, and companies or business activities (hereinafter jointly referred to as "the Released Parties") from any and all claims, suits, liabilities, judgments, costs and expenses ("Claims") for any property damage, property loss or theft, personal injury or illness, death or other loss arising from or relating to my participation in the Activities. I also agree to defend, indemnify and hold harmless the Released Parties from and against any Claims arising from or related to my own acts or omissions in connection with my participation in the Activities, including receipt of transportation to and from the Activities, or the acts or omissions in connection with my child(ren)'s participation in the Activities.

4. Prerequisite Skills: I acknowledge that I, and my child(ren), have the requisite skills, qualifications, physical ability and training necessary to properly and safely participate in the Activities. I agree that if I, or my child(ren), have any questions as to what skills,

qualifications, or training is necessary to properly participate in the Activities, then I shall direct such questions to the appropriate individuals.

5. Waiver: I hereby waive any protections afforded to me or my child(ren) by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am releasing unknown future claims. Further, I give permission to KPTC, as well as their employees, agents, and members, to provide emergency medical care for my child if necessary, as well as transport my child in a vehicle, if necessary to the nearest hospital.

6. Payment for Damages: I agree to pay for any and all damages to any property of the Released Parties caused by me, or my child(ren) negligently, willfully or otherwise.

7. Representatives: I enter into this agreement for myself and by child(ren), as well as for our heirs, assigns and legal representatives.

8. Insurance: I understand that I am solely responsible for any medical, health or personal injury costs relating to my participation and my child(ren)'s participation in the Activities.

9. Jurisdiction: This Assumption of Risk, Waiver, and Release from Liability shall be governed in all respects by the laws of the State of Illinois. The parties agree to use the State of Illinois for Jurisdiction and the County of Shelby as Venue for any disputes between the parties related to this Assumption of Risk, Waiver, and Release from Liability.

10. Severability: If any term or provision of this Assumption of Risk, Waiver, and Release from Liability is held to be illegal; invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination. then and in any such event, it is the express intention of the parties that the remainder of this Assumption of Risk, Waiver, and Release from Liability, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.