

## DING DING GAMEDAY

### MINOR'S RELEASE AND WAIVER OF LIABILITY AGREEMENT

WHEREAS, DING DING GAMEDAY ("Company") is the owner and operator of a competitive activity involving tumbling, cheerleading, and stunt (the "Activity") and is willing to permit the minor individual (the "Child") on whose behalf the parent/guardian/custodian is signing this Agreement to participate in the Activity, upon the terms and conditions of this Agreement. All of the Activity shall take place on property controlled by the Company. The location of the Activity shall take place in a variety of venues throughout the tournament season. The Company and Participants signing this Agreement may be collectively referred to as (the "Parties").

In consideration for being provided the ability to participate in the Activity and enter the Premises, I, and my minor child, signing below hereby stipulate and agree:

- 1. Use of Premises for Activity Only.** I understand and agree that my Child may only use the Premises for the Activity set forth in this Release and Waiver of Liability agreement. I further agree that my Child is responsible for the proper use and care of the Premises and any of Company's property thereon, and that I will be liable for the replacement cost of any Company property/equipment which is damaged, destroyed or lost by my Child. **I agree without reservation that I must explain to my child the rules of the gym and that no children are allowed to play on the fitness equipment at any time without express gym owner permission.**
- 2. Acknowledgement of Danger.** I understand and acknowledge that the Activity my Child wants to participate in is extremely strenuous. I recognize and understand these Services are not without varying degrees of risk, which may include, but are not limited to the following: (1) PHYSICAL INJURY AND/OR DEATH including minor injuries and major injuries such as joint and back injuries, broken bones, concussions, rhabdomyolysis, musculoskeletal injuries, cardiovascular injuries, heart attack, stroke, and brain injury; (2) exposure to, and sickness from, infections viruses, bacteria and disease, including but not limited to, COVID-19; and (3) property damage. I understand that the Premises may contain toys or other items that other children have brought along with them, and I willingly accept the risk related to these objects being around and/or in contact with my Child. I further acknowledge that any injury my Child may sustain while participating in the Activity may be compounded by improper use or failure of equipment, a known or unknown medical condition, negligent or delayed medical service, or negligent or delayed assistance by the Company.
- 3. Acceptance of Responsibility.** I willingly assume full responsibility for any and all risks that I am exposing my Child to as a result of my Child's participation in any Activity in the Premises and training program and accept full responsibility for any injury or death that may result from their participation.

- 4. Assumption of Risk.** Understanding, acknowledging, and accepting all the risks and hazards involved with the Services, I freely and voluntarily choose to all my Child to participate, enter, and use the Premises, and I, FOR MYSELF AND ON BEHALF OF MY CHILD, HEREBY VOLUNTARILY AND EXPRESSLY AGREE TO ACCEPT AND ASSUME ALL RISK OF LOSS, DAMAGES, THEFT, INJURY OR DEATH THAT MAY OCCUR TO MY CHILD OR THEIR PROPERTY AS A RESULT OF OR INCIDENT TO MY CHILD'S PARTICIPATION IN THE SERVICES, INCLUDING THE RISK THEY MAY BE INJURED BY THE ACTIONS, OMISSIONS, REPRESENTATIONS OR NEGLIGENCE OF THE COMPANY, ITS OWNERS, AGENTS, OFFICERS, PRINCIPALS, EMPLOYEES, INDEPENDENT CONTRACTORS, VOLUNTEERS, OR ANY OTHER PERSON ASSOCIATED WITH COMPANY ("RELEASED PARTIES"), OTHER PARTICIPANTS OR THIRD PARTIES WHILE PARTICIPATING IN THE SERVICES OR FROM OR USING OR VISITING THE PREMISES. I understand and agree that this Agreement will be binding on me, my spouse (or registered domestic partner), my guardians, the executors or administrators of my estate, my heirs, my personal representatives, my assigns, my successors in interest, my children, and any guardian ad litem for said children (collectively, the "releasers"). I accept full and complete responsibility for the safety of myself, any guests, observers or other individuals who I have invited to the Premises, and property we have brought to the Premises, and I assume the risk of damage, theft, loss or injury caused by others to me, my guests and our property. I also accept full and complete responsibility for the consequences of my Child taking unreasonable risks while participating in the Services or using the Premises, including, without limitation, attempting activities that my Child not qualified to perform safely, causing any other participants/spectators an unreasonable risk of harm, or failing to follow correct safety procedures when using the Premises and participating in the Services.
- 5. Physical Contact Acknowledgement.** I understand that the Activity my Child will be participating in involves physical contact between my Child, other participants, and those presenting Company. I give permission for my Child to be touched in a professional manner by coaches and trainers representing the Company and recognize that they will have direct contact with my Child when doing so. I acknowledge that it is my responsibility to notify Company if I am uncomfortable with this physical contact with my Child and will work with Company to determine how my Child may continue to participate in the Activity with no contact.
- 6. Publicity Release.** For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby irrevocably grant to Company, the irrevocable, perpetual and unrestricted (except as expressly set forth below) right and permission, to use and publish my Child's appearance ("publicity rights") in any and all media now or hereafter known in connection with the Company, the Services, including any goods or products, or any related activities to any of the foregoing (all such medium in which the Publicity Rights are used shall be referred to as the "pictures"), for any commercial purpose whatsoever, without royalty, payment, or any other compensation whatsoever to me or my Child. For such use of the Publicity Rights and the Pictures, I understand and agree that I and my Child will not be entitled to any compensation or

consideration beyond my Child's participation in the Services. I further agree that the Company may edit, alter, digitize, synchronize, reproduce or otherwise change the Pictures for any such purpose. I acknowledge that I and my Child shall have no, and hereby expressly disclaim, any ownership, authorship or moral rights in the Pictures or any part thereof.

- 7. Audio/Visual Publicity Waive.** I agree to indemnify and hold harmless the Released Parties, its agents, successors, and assigns, from any and all claims, demands, actions or causes of action, liabilities, costs, dues, sanctions, fees, penalties, or expenses of any sort arising from the making of such recordings of my Child and their lawful and appropriate use. I further acknowledge that the Company exclusively owns all rights to these recordings regardless of the form in which they are produced or used.
- 8. Copyrights.** The rights granted to the Released Parties herein include, without limitation, all rights of every nature whatsoever in connection with use of the Pictures, including without limitation all copyrights (and any other intellectual property rights) therein and renewals and extensions thereof. I acknowledge and agree that all copyrights and right of every other kind relating or pertaining to the Pictures described above are the sole property of the Company and I and my Child have no claim to the copyrights (or any other intellectual property rights) in the Pictures.
- 9. Responsibility for Personal Property.** I acknowledge and agree that my Child is fully and solely responsible for any of my Child's property and personal belongings that he/she brings onto the Premises or that he/she uses during the Activity, and that the Company will not be responsible for or provide any security for his/her property and personal belongings.
- 10.No Representations by Company.** I acknowledge that Company makes no representation as to the condition of the Premises or the safety of the Activity or any equipment either on the Premises or used in the Activity. I accept, and my Child shall use, the Premises, and its equipment, in its "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by the Company or the Company's employees, agents, sponsors, or representatives regarding this agreement or the Premises or Activity, except to the extent such representations are expressly set forth in this agreement.
- 11.Pets and Other Animals:** I do hereby indemnify, defend, and hold harmless Company, its owners, agents, officers, principals, employees, independent contractors and volunteers, or any other person associated with Company who might be claimed to be liable, whether or not herein named, of any and all liability, claims, demands, action or rights of actions, loss, expense, attorneys' fees, costs, judgments, or damages of any kind related to, arising from, or in any way connected with, any and

all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to any dog or other animal that I, or my Child, brings to Company's Premises.

- (a) I understand that any dog or other animal I, or my Child, bring to Company must have all legally required licenses and vaccinations and meet all other local statutory and regulatory requirements. I understand that I shall have the ongoing obligation to maintain and obtain any updated vaccination or licensing as required by applicable statute or regulation.
- (b) I understand that any dog or other animal I, or my Child, bring to the Premises must be controlled by a leash which extends no greater than six (6) feet in length and any waste products eliminated by such animal shall be promptly and efficiently cleaned up by me and deposited in an appropriate sanitary receptacle. My, or my Child's, animal shall not be allowed to interfere with any occupant's reasonable and permitted use and enjoyment of Company.
- (c) I understand that Company may prohibit me, or my Child, from bringing a dog or other animal to Premises at any time for any reason.

**12. Service Animals:** I understand that only dogs trained as service animals, within the definition of the Americans with Disabilities Act, to perform tasks or work for a person with a disability are permitted at the Premises.

- (a) Service animals must be well-behaved and under control at all times. If the service animal is not under control, or behaving inappropriately, I understand that Company may ask me, and/or my child, to leave. Inappropriate behavior includes showing aggression, being disruptive, or not being housebroken. I understand that if the presence of the service animal poses a direct threat to the health or safety of others that cannot be mitigated, I may be asked to remove the service animal from the premises. I shall be liable for any damage or injury to any person or property caused by such animal as a result of my negligence or failure to control or properly handle the service animal. I will indemnify, defend, and hold harmless Company, and its owners, agents, officers, principals, employees, independent contractors and volunteers for any damages, loss, expenses, attorneys' fees, costs, judgments or liability which might accrue as the case may be, because of the my negligence or failure to control or properly handle the service animal.

**13. Consent to Medical Treatment.** I understand that the Services that take place on the Premises **may not be supervised** and that the Company does not provide medical services. I understand that certain prescribed medications may exacerbate these physiological changes and create an even greater risk of physical damage or death to my Child. In connection with any injury that my Child may sustain or illness

or other medical conditions that my Child may experience during their presence at the Company, I authorize and consent for my Child to receive any emergency first aid, medication, medical and/or surgical treatment deemed necessary by the attending personnel and/or the Released Parties. I acknowledge that the Released Parties are under no obligation to provide such medical treatment or services, and the Released Parties do not warrant or make any representation concerning the adequacy or continuation of such medical services, nor can the Released Parties be deemed responsible or held liable for any claims arising out of the provision of such medical services or the failure to provide or to continue to provide such medical services. I further authorize the Released Parties to execute on my behalf and my Child's behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if not able or immediately available to do so and the same is urgent as determined in their sole discretion. I ACKNOWLEDGE AND AGREE THAT EMERGENCY ASSISTANCE AND/OR TREATMENT MAY BE RENDERED BY PERSONS WITH TRAINING OR EXPERIENCE WHICH MAY NOT BE ADEQUATE FOR CERTAIN MEDICAL SITUATIONS AND/OR THE INJURIES SUSTAINED BY MY CHILD, WHICH INJURIES MAY BE COMPOUNDED BY NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER INDIVIDUALS OR MEDICAL OR EMERGENCY PERSONNEL AND WAIVE ANY CLAIM IN RESPECT THEREOF. I expressly acknowledge that if the Company is located some distance from medical facilities, that such distance may exacerbate any injury or condition sustained by my Child. I shall be responsible for all costs associated with such medical care and related transportation.

**14. Release from Liability and Waiver.** In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily allowing my Child to participate in the Services, I HEREBY WAIVE RELEASE AND FOREVER DISCHARGE ON MY BEHALF AND MY CHILD'S BEHALF ANY AND ALL CLAIMS OR CAUSES OF ACTION, NOW KNOWN OR HEREAFTER KNOWN IN ANY JURISDICTION THROUGHOUT THE WORLD, AGAINST THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, ACCIDENT, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION, DELAY, INCONVENIENCE OR OTHER HARM OF WHATEVER NATURE THAT MAY BE DIRECTLY OR INDIRECTLY RELATED TO, ARISING FROM OR SUSTAINED FROM PARTICIPATION IN THE SERVICES AND/OR USE OF THE PREMISES OR ACTIVITIES RELATED THERETO, NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER NEGLIGENT ACT OR OMISSION OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF ANY RELEASED PARTIES OR OTHERWISE, provided that nothing in this Section shall be deemed to release any Released Party from liability arising from their own willful or intentional injury to me or my property.

**15. Indemnification:** I SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, LOSSES, COSTS, DAMAGES,

EXPENSES, SETTLEMENTS, JUDGMENTS, CAUSES OF ACTION AND LIABILITIES OF ANY KIND WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN, INCLUDING ATTORNEYS' FEES, IN LAW OR IN EQUITY, ARISING OUT OF OR RESULTING FROM ANY CLAIM RELATED TO MY CHILD'S PARTICIPATION IN THE SERVICES, INCLUDING WITHOUT LIMITATION, MY OR MY CHILD'S BREACH OF THIS AGREEMENT OR PREMISES RULES AND POLICIES, ANY INDIVIDUAL WE INVITE TO THE PREMISES, OR ANY OTHER THIRD PARTY CLAIM RELATED TO THE SERVICES.

- (a) I expressly waive the provisions and protections of Section 1542 of the California Civil Code and any similar law of any jurisdiction. I understand that Section 1542 proves as follows:
- (b) **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE. WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**
- (c) I expressly acknowledge and understand the significance, effects and consequences of a waiver of Section 1542 and hereby assume full responsibility for such waiver.

**16. Covenant Not to Sue.** I agree, for myself, my Child, and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I, my Child, or my heirs may have as a result of any personal injury, death or property damage my Child may sustain while on or using the Premises or while participating in the Activity.

**17. Waiver of Terms.** No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

**18. Survival.** Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.

**19. Governing Law and Venue.** This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of California, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in any state or federal court located in Riverside County, California.

**20. Compliance with Laws.** In the performance of the terms of this Release and Waiver of Liability agreement and use of the Premises, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.

**21. Severability.** If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

**22. Entire Agreement; Modification; Binding Effect.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

**23. Parental Consent:** I, the undersigned parent or legal guardian of the minor child, have read the above and understood the foregoing assumption of risk, and release of liability, and agree to its terms on behalf of my child and myself. I understand that by signing below, I am giving up substantial rights on behalf of my child and myself.

I, THE PARENT/GUARDIAN/CUSTODIAN, OF THE MINOR CHILD HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS AND THAT I UNDERSTAND I AM GIVING UP SIGNIFICANT LEGAL RIGHTS OF MINE AND MY CHILD'S, INCLUDING THE RIGHT TO SUE THE COMPANY. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

Date:

Participant's Signature:

Legal Guardian's Signature: