

I UNDERSTAND THAT THIS IS AN IMPORTANT LEGAL DOCUMENT RELATING TO MY ATTENDANCE AT OR PARTICIPATION IN THE ACTIVITIES (AS DEFINED BELOW), AND BY SIGNING THIS DOCUMENT I AM WAIVING LEGAL RIGHTS I MAY HAVE AGAINST THE COMPANY (AS DEFINED BELOW), OTHER INDEPENDENT CONTRACTORS AND EMPLOYEES.

### **OLYMPICA GYMNASTICS ACTIVITY / EVENT PARTICIPATION AGREEMENT**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Olympica Gymnastics has put in place preventative measures to reduce the spread of COVID-19; however, Olympica Gymnastics cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Olympica Gymnastics could increase your risk and your child(ren)'s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Olympica Gymnastics and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Olympica Gymnastics may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Olympica Gymnastics employees, independent contractors, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at Olympica Gymnastics or participation in Olympica Gymnastics programming. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Olympica Gymnastics, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Olympica Gymnastics its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Olympica Gymnastics activities.

#### **1. Representations and Warranties of the Participant.**

The Participant hereby represents and warrants that, (a) the Participant has not received any test result indicating that the Participant is a carrier of the rapidly spreading and extremely contagious COVID-19 coronavirus disease and any mutations and/or derivatives thereof together with any infections or other illnesses related thereto or resulting therefrom (collectively, "COVID-19"), whether or not symptomatic, (b) the Participant is not experiencing any symptoms of COVID19 as of the date hereof, including, but not limited to, shortness of breath, chest pain, loss of taste or smell,

coughing, fever and tiredness (collectively, the “Symptoms”), (c) the Participant has not knowingly been in contact with anyone who has (or who the Participant has any reason to believe may have) tested positive for or experienced symptoms of COVID-19 including, but not limited to, the Symptoms, (d) no person with whom the Participant expects to come into contact during the four weeks following the Event Date has or will have any underlying medical conditions or other issue that puts such person at greater risk of contracting COVID-19 and experiencing the Symptoms, the Harms or the Carrier Risk (each as defined below) or any other harms, dangers or risks associated with COVID-19,

(e) the Participant has consulted with (or, alternatively, has been afforded the opportunity, and has decided, in his, her or its sole determination not to consult with) a licensed physician or other medical professional with respect to all of the risks, dangers and Harms associated with the Covered Matters (as defined below) due to the COVID-19 pandemic and has not been advised by any licensed physician or other medical professional not to attend any of the Activities, (f) any and all Reports (as defined below) delivered by the Participant to the Company on or prior to the date hereof are accurate, true and complete, (g) the Participant has been given ample opportunity to read, and has carefully read, this entire Agreement, (h) the Participant has the full right, power and authority to enter into this Agreement, (i) the Participant certifies that he, she or it has made such an investigation into the facts pertinent to this Agreement and of all matters pertaining thereto as it has deemed necessary, that the Participant fully understands the contents of this Agreement, that the Participant is of sound mind and that the Participant intends to be legally bound by this Agreement, (j) the Participant is aware that this Agreement is, among other things, a release of liability for future injuries and a contract between the Participant and the Company and the other Released Parties and that the Participant is signing this Agreement of its own free will and is not subject to duress of any kind and (k) the Participant has reviewed this document with her, his or its own legal counsel prior to signing (or, alternatively, the Participant has been afforded the opportunity to review this Agreement with her, his or its own legal counsel prior to signing, and has decided, in her, his or its sole determination, not to do so).

## **2. Assumption of Risk.**

The Participant fully understands and agrees that the Participant’s participation and appearance in activities may lead to exposure to COVID-19 and that contraction of COVID-19 may result in severe and permanent damage to the health of the Participant and/or others, including, but not limited to, death, fever, weight loss, irreversible pulmonary, respiratory and/or neurological system damage, mental or emotional distress, temporary or permanent disability, loss of income, loss of employment, loss of financial or other opportunities, medical expenses, which may or may not be covered by insurance, cleaning expenses, mandatory self-quarantine, loss of licenses and similar approvals by any regulatory or self-regulatory body to which the Participant or any of the Releasing Parties (as defined below) is subject, investigation and/or prosecution by civil, criminal or other regulatory authorities and other harms and lost opportunities, whether economic, reputational or otherwise (collectively, the “Harms”). Participant acknowledges that even if the Participant fully recovers from COVID-19, a brief or prolonged illness may cause the Participant to suffer the one or more of the Harms. The Participant fully understands

and acknowledges that the CDC and numerous other regulatory and self-regulatory organizations and governmental entities have advised or required (and are currently advising or requiring) people across the United States and around the world to practice social distancing (and in many cases, to stay at home entirely) and to limit contact and interaction with others to the fullest extent possible in order to avoid the spread of COVID-19. Further, the Participant fully understands and acknowledges that the Participant's engagement in the Covered Matters may contradict the guidelines issued by the CDC and other regulatory and self-regulatory organizations and governmental entities and cause the Harms. The Participant fully understands and agrees that if (a) the Participant contracts COVID-19 or (b) the Participant or any of the Participant's clothing, accessories, personal items or other possessions or property becomes a carrier of

COVID-19 in connection with the Activities, the Participant (even if the Participant does not feel sick or exhibit any of the symptoms of COVID-19) will put all other individuals (including, without limitation, friends, colleagues and family members of the Participant) with whom the Participant interacts or is in contact with in connection with or following the Activities at risk of contracting COVID-19, suffering the Harms, and transporting COVID-19 to other individuals with whom they interact, which such other individuals will also be at risk of suffering the Harms and other consequences associated with contracting or carrying COVID-19, as a result of such interactions or contact (such risk, the "Carrier Risk"). The Participant acknowledges and understands that the Company has not tested any of the participants, attendees, service providers and/or any other individuals who will be present at the Activities for antibodies or active infections associated with COVID-19. The Participant acknowledges and agrees that the Participant is engaging in the Covered Matters and accepting the Accommodations voluntarily and is fully aware of, and hereby assumes, the risk of exposure to COVID-19 associated with the Covered Matters and the exceptional dangers and health risks associated therewith, including, but not limited to, the Harms, the Carrier Risk, and all other dangers, harms and risks involved with the Covered Matters due to the global COVID-19 pandemic. The Participant acknowledges, understands and agrees that the nearest hospital and other third-party medical providers to the location of the Activities and the services provided thereby may be unusually limited (whether due to the geographic location of the Activities or otherwise), and the Company has not made any warranties, representations or guarantees whatsoever in respect of the equipment or services provided by such hospital or third-party medical providers, including, but limited to, with respect to the ability of such hospital or medical providers to treat COVID-19 and/or any additional exposure to COVID-19 that may occur as a result of the Participant visiting and/or being treated by such hospital or medical providers. The Participant acknowledges and agrees that the Participant is responsible for maintaining health insurance and any other insurance policies necessary to cover any Harm that the Participant may suffer, or cause other people to suffer, in connection with COVID-19 and without limiting the foregoing, the Participant acknowledges and agrees that the Company will not provide the Participant with access to any health, medical or other insurance policies of the Company or any third party. The Participant understands that, as a result of the Participant's attendance at the Activities (including, but not limited to, any subsequent

self-quarantine), the Participant may be separated from and unable to contact the

Participant's family, friends, and regular environment for an extensive period of time and that these conditions may expose the Participant to severe mental and emotional stress. The Participant acknowledges that any food, beverages or other consumables, facilities, equipment and hospitality, lodging, travel or other accommodations provided or arranged by or on behalf of the Company and/or secured by the Participant in connection with the Activities (collectively, the "Accommodations") may directly or indirectly expose the Participant to COVID-19, the Harms and the Carrier Risk, and neither the Company nor any of the other Released Parties is able to or will monitor, test or supervise any of such Accommodations or any personnel engaged in providing any of the foregoing. The Participant represents that the Participant has knowingly evaluated and hereby accepts and assumes any and all risks, foreseen or unforeseen, associated with the Participant's participation in, provision of services at and/or attendance at Olympica Gymnastics, including, but not limited to, with respect to the Harms, the Carrier Risk, and all other harms, risks and dangers associated with COVID-19. The Participant acknowledges that the foregoing is not an exhaustive list of the risks and dangers the Participant will be exposed to a result of the Activities, and the Participant voluntarily and freely accepts and assumes these and all other such risks and dangers the Participant may encounter or be exposed to and understands and acknowledges that the waivers, releases and indemnities in this agreement expressly apply to these risks and dangers (whether foreseen or unforeseen).

### **3. Liability Waiver & Release.**

In full knowledge and complete assumption of all of the risks, the Participant, for itself and on behalf of the Participant's spouse, domestic partner, children, parents, grandparents, stepparents, step-children, and, if the Participant is an entity, such entity's officers, directors, employees, service providers and subsidiaries, and in any case, whether an individual or an entity, each of the foregoing's estate, heirs, assigns, executors, administrators and affiliates (the Participant collectively with the foregoing, the "Releasing Parties") hereby irrevocably agrees that the Releasing Parties will not sue or claim against Olympica Gymnastics or any of its parents, subsidiary entities, affiliates, sponsors, successors and assigns and each other person or entity who attends, participates in or provides services in connection with the Activities and the respective directors, officers, members, managers, employees, agents, service providers, sponsors, business partners, contractors, partners, equity holders and representatives, in their individual, personal and representative capacities for each of the foregoing entities, and each of the foregoing's estate, heirs, assigns, executors, administrators and affiliates (the "Released Parties") for any injury, illness, damage, loss or harm to any Releasing Party or such Releasing Party's property or the Releasing Party's death or disability, whether in connection with COVID-19 or otherwise, resulting or arising out of or in any way related to the Participant's preparation for, travel for, participation and appearance in, provision of services at and/or attendance at the Activities, including, but not limited to, in connection with any of the Accommodations. In consideration for the opportunity to participate in and/or attend the Activities, and with full knowledge and complete assumption of any and all risks, the Releasing Parties hereby forever voluntarily release, discharge, waive and relinquish any and all past, present and future claims and causes of action, specifically including, but not limited to, any claims based on negligence, that

they may have against the Released Parties, as a result of any injury, illness, damage, loss or harm to any Releasing Party or such Releasing Party's property, or the Releasing Party's death or disability, whether in connection with COVID-19 or otherwise, resulting or arising out of or in connection with the Participant's preparation for, travel for, participation and appearance in, provision of services at and/or attendance at the Activities and/or any other events or activities associated therewith. The Participant hereby waives and relinquishes on behalf of itself and the Releasing Parties any and all rights and benefits to which such Releasing Party may have under any statute or common law principle of any jurisdiction which provides, generally, that a general release does not extend to claims which a 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. Without limiting the foregoing, the Participant, on behalf of itself and the Releasing Parties, expressly waives any and all rights and benefits conferred by the provisions of Section 1542 of the California Civil Code ("Section 1542") and by any similar provision of the applicable laws of any other jurisdiction, including, but not limited to, Nevada, Delaware and New York, and expressly consents that this release shall be given full force and effect according to each of its express terms, including, but not limited to those relating to unknown or unsuspected claims. Section 1542 states in full:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

The Participant, on behalf of itself and the Releasing Parties, acknowledges that such Releasing Party may hereafter discover facts in addition to or different from those which such Releasing Party now knows or believes to be true with respect to the subject matter hereunder, but it is such Releasing Party's intention to fully and finally and forever settle and release any and all matters, disputes and differences, known or unknown, suspected and unsuspected, which do now exist, may exist or heretofore have existed between any Releasing Party and any Released Party with respect to the subject matter hereunder. In furtherance of this intention, the releases herein shall be and remain in effect as full and complete general 5 releases notwithstanding the discovery or existence of any such additional or different facts. The Participant, on behalf of itself and the Releasing Parties, further covenants and agrees that such Releasing Party has not heretofore sold, transferred, hypothecated, conveyed or assigned, and shall not hereafter sue any Released Party upon, any claim released hereunder, and that each Releasing Party shall indemnify and hold harmless the Released Parties against any loss or liability on account of any actions brought by such Releasing Party or such Releasing Party's assigns or prosecuted on behalf of such Releasing Party and relating to any claim released hereunder.

I AM SIGNING THIS AGREEMENT KNOWING THAT I AM WAIVING THE ABILITY TO BRING CERTAIN CLAIMS AND TO SEEK CERTAIN REMEDIES, THAT I AM WAIVING MY RIGHT TO BRING CLAIMS IN COURT, AND THAT I AM ACCEPTING VARIOUS RISKS (KNOWN AND UNKNOWN). I AM INTENTIONALLY WAIVING SUCH RIGHTS AND ACCEPTING SUCH RISKS BECAUSE I DESIRE TO ATTEND, PROVIDE SERVICES AT AND/OR PARTICIPATE IN THE EVENT AND OTHER EVENTS AND ACTIVITIES RELATED THERETO.

Participant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_