

1. Waiver and Release of Liability

As of 10/22/2025 01:05 PM

I/we, the undersigned enrolled participant and/or the parent/guardian of the participant ("Participant"), desire to participate in gymnastic lessons, gymnastic classes, tumbling, dance, cheerleading, birthday parties and/or other gymnastic related activities (the "Activities") offered by ESN Swim School, LLC, a Texas limited liability company d/b/a Planet Gymnastics (the "Company"). In consideration for being permitted by the Company to participate in the Activities, the undersigned agrees to all the terms and conditions set forth in this agreement (this "Agreement").

ASSUMPTION OF RISK AND WAIVER OF LIABILITY: I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH, INCLUDING, WITHOUT LIMITATION, PARTIAL OR TOTAL DISABILITY, NECK AND SPINAL INJURY, INJURY TO INTERNAL ORGANS, INJURY TO BONES, LIGAMENTS, MUSCLES, TENDONS, AND OTHER PARTS OF THE BODY, AND INFECTION BY COMMUNICABLE DISEASE (INCLUDING, WITHOUT LIMITATION, COVID-19, HEPATITIS A, B AND C, AND INFLUENZA, AMONG OTHERS). I UNDERSTAND THE DANGERS AND RISKS OF PARTICIPATION BY THE ABOVE-LISTED PARTICIPANT AND SUCH PARTICIPATION MAY RESULT NOT ONLY IN DEATH OR PHYSICAL INJURY, BUT ALSO COULD RESULT IN OTHER IMPAIRMENTS, INCLUDING, BUT NOT LIMITED TO, IMPAIRMENT OF THE ABOVE-LISTED PARTICIPANT'S FUTURE ABILITY TO EARN A LIVING, ENGAGE IN BUSINESS, OR GENERALLY ENJOY LIFE. PARTICIPANT, PARENT(S)/GUARDIAN(S), FOR THEMSELVES AND FOR THEIR FAMILIES, HEIRS, EXECUTORS, ESTATES, AND ADMINISTRATORS, VOLUNTARILY AGREE TO ASSUME ALL RISKS INHERENT TO THE ACTIVITIES AND EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS AGAINST THE COMPANY, OR ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ARISING IN CONNECTION WITH THE ACTIVITIES, INCLUDING, WITHOUT LIMITATION, CLAIMS OF INJURY OR DEATH ARISING OUT OF OR ATTRIBUTABLE TO THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES, WHETHER ARISING OUT OF THE NEGLIGENCE OF THE COMPANY OR ANY RELEASEES OR OTHERWISE TO THE FULLEST EXTENT ALLOWED BY LAW. I/WE COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE COMPANY OR ANY OTHER RELEASEE, AND FOREVER RELEASE, DISCHARGE, INDEMNIFY, AND HOLD THE COMPANY AND ALL OTHER RELEASEES HARMLESS FROM LIABILITY, LOSSES, AND DAMAGES UNDER SUCH CLAIMS, AND ALL EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) INCURRED IN DEFENDING ANY SUCH CLAIMS.

MEDICAL CERTIFICATION & RELEASE: I hereby certify that the Participant is in good physical health and has no medical condition(s) that would prevent full participation in the Activities. In the event of any medical emergencies, I authorize any representative of the Company to take whatever actions such persons deem necessary to have the Participant treated. Further, the Participant and/or parent/guardian agrees to pay all costs associated with medical care for and transportation of the Participant. I have notified the Company in writing of any medical/health problems of which the Company's staff should be aware prior to participating in the Activities.

I ACKNOWLEDGE AND AGREE (1) THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, (2) THAT I AM ASSUMING THE RISKS ASSOCIATED WITH ENGAGING IN THE ACTIVITIES, (3) THAT I AM VOLUNTARILY GIVING UP LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY, AND (4) TO THE EXECUTION OF THIS AGREEMENT IN AN ELECTRONIC FORMAT AND WILL NOT CLAIM THAT THIS AGREEMENT IS UNENFORCEABLE OR INVALID ON THE BASIS THAT IT IS BEING ENTERED INTO IN AN ELECTRONIC FORMAT.

SIGNATURE

DATE

PRINT NAME

DATE