

Release and Waiver of Liability and Indemnity Agreement **(Read Carefully Before Signing)**

In consideration of being permitted to participate in any way in USA Parkour (USAP) programs including trainings, demonstrations and other events and/or being permitted to enter for any purpose any restricted area (herein defined as any area operated by or under USAP supervision wherein admittance to the general public is prohibited), the (i) participant or (ii) the parent(s) and/or legal guardian(s) of the minor participant named below, agree(s):

1. The participant should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise USAP certified personnel of such condition and refuse to participate. Likewise, the parent(s) and/or legal guardian(s) of the minor participant will instruct the minor participant that prior to participating in the relevant USAP activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. The undersigned understand and agree that, if at any time, they or their child feel anything to be UNSAFE, they will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.

2. I/We fully understand and acknowledge that:

- a. There are risks and dangers associated with participation in USAP training and events that could result in bodily injury, partial and/or total disability, paralysis and death.
- b. The social and economic losses and/or damages which could result from these risks and dangers described above could be severe.
- c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, USA Parkour, its trainers, staff and/or agents (whether or not named below).
- d. There may be other risks not known to us or not reasonably foreseeable at this time.

3. The undersigned represents and warrants that, to the best of his/her knowledge, the participant is in is qualified, in good health and in proper physical condition to participate in USAP activities.

4. I/We accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasee named below.

5. I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE: New Gymnastics of Deer Park, Inc. (111 Wilshire Blvd., Edgewood, NY 11717), USA Parkour, LLC, its parent company the WORLD FREERUNNING & PARKOUR FEDERATION, LLC (both having their principal place of business at 501 Highland Avenue, Newark, NJ 07104) or any of their owners, managers, employees and staff, promoters, lessees of premises used to conduct the USAP event or programs, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the USAP facility or events held at such facility and each of them, their directors, officers, agents, employees (all for the purpose herein referred to as "Releasee") from all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next to kin for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the event(s) alleged to be caused in whole or in part by the negligence of the Releasee or otherwise.

6. I/We HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEE.

7. EACH OF THE UNDERSIGNED further expressly agrees that this Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State or other governmental district in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

8. On behalf of the participant and individually, the undersigned parent(s) and/or legal guardian(s) for the minor participant execute this Waver and Release. If, despite the release, the participant makes a claim against any of the Releasees, the participant or the parent(s) and/or legal guardian(s) of the minor participant will reimburse the Releasee for any money they have paid to the participant, or on his behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY RELATING TO ANY AND ALL WFPF PROGRAMS IN WHICH I MAY BE A PARTICIPANT, TO THE GREATEST EXTENT ALLOWED BY LAW.

Date: _____

Participant Signature: _____

Parent or Guardian Signature (if minor): _____

Printed Name of Participant: _____

Birthdate of Participant: _____

Address of Participant: _____

Contact Information:

Phone: _____

Email: _____

EMERGENCY CONTACT:

Name (Please Print): _____

Emergency Contact Phone: _____