

**IGN, Inc. doing business as Iowa Gym Nest ("IGN")
RELEASE AND PARTICIPATION AGREEMENT**

Prior to participation, this form must be signed by at least one of the participant's parents or legal guardians, if the participant is not yet 18 years old. Participant's signature is required if 18 years of age or older.

Name of Participant 1: _____ (the "Gymnast") DOB: _____

Name of Participant 2: _____ (the "Gymnast") DOB: _____

Name of Participant 3: _____ (the "Gymnast") DOB: _____

Gymnast's Address: _____ City: _____ Zip: _____

Special Medical Concerns: YES or NO: _____
If yes, please give a brief explanation

In consideration of IGN allowing the Gymnast to participate in sports activities, classes and/or competitions, including non-gymnastics activities such as dance, cheerleading, freestyle gymnastics, tae kwon-do and playground activities (hereinafter individually and collectively referred to as the "Activity"), I and, if I am not yet 18 years old, my parents or legal guardians, agree to be bound as follows (the term "I" in this release refers to both the Gymnast and his or her parents or legal guardians):

1. Acknowledgment and Assumption of Risks. I understand the Activity involves the risk of serious bodily injury, including permanent disability, paralysis and death, which may be caused by the Gymnast's actions or inactions, the actions of others participating in the Activity and/or conditions which may or may not be known or readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, cost and damages that may result from the Activity. I hereby give my approval of and consent to the Gymnast's participation in the Activity. I assume all risks and hazards incidental to the Gymnast's participation in the Activity and to transportation of the Gymnast to and from the Activity.

2. Assumption of Risks and Release Relating to Coronavirus/COVID-19. The novel coronavirus (" COVID-19") has been declared a worldwide pandemic by the World Health Organization. IGN has put in place preventative measures to reduce the spread of COVID-19, including temperature screenings of the Gymnast and visitors to the facility. However, IGN cannot guarantee exposure or infection from COVID-19 will not occur on the premises. I hereby acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that the Gymnast and/or I may be exposed or infected by COVID-19 by attending the Activity and that such exposure or infection may result in personal injury, illness, permanent disability or death. I acknowledge receipt of a copy of IGN's illness and wellness protocols. I agree to abide by said protocols and to notify IGN immediately if I or any member of my household have a suspected or confirmed case of COVID-19. I further consent to IGN performing temperature screenings on the Gymnast.

3. Representation of Ability to Participate. I understand the nature of the Activity and I represent the Gymnast is qualified, in good health and in proper physical condition to participate in the Activity. If, in the future, I believe this representation has become untrue, or I believe the Activity is not safe or is no longer safe for the Gymnast, it is my responsibility to immediately discontinue the Gymnast's participation in the Activity.

4. Surveillance System Consent and Release. IGN uses a video/audio streaming surveillance system for the safety and protection of its premises, staff, participants and visitors. Surveillance is not utilized in areas where any person has a reasonable expectation of privacy, including bathrooms, locker rooms or other changing areas. IGN agrees to abide by all federal and state laws in regards to the capturing of audio and visual recordings, including wiretap and eavesdropping laws, as well as The Child's Online Privacy Protection Act of 1998 and any future regulations set forth by the federal or state governments. I hereby consent to audio/video surveillance of me and/or the Gymnast while on the premises. I further release IGN, its employees, agents and assignees from all liability, including liability for negligence, wiretapping, eavesdropping or privacy infringement, in connection with surveillance conducted on the premises.

5. Media Consent and Participation Agreement. I give my consent and authorization for the Gymnast to be photographed or videoed. In addition, I agree any such photo or video may be used by IGN in newspapers or any other media for notices, promotion

or advertising. I give my consent in emergency situations for the Released Parties to seek the nearest medical care for the Gymnast. The Gymnast must be picked up promptly after class/practice. I understand IGN will not be responsible for the Gymnast before or after their instruction time. I have read and understand the Policies and Procedures for parents, spectators and participants in the Activity and/or Team Handbook and agree to abide by all rules and conditions set forth therein.

6. Release. I hereby release, acquit, covenant not to sue and forever discharge IGN, its owners, officers, administrators, employees, agents, volunteers, sponsors, advertisers, coaches and supervisors, and the owners or lessors of any facilities within which the Activity is conducted, their respective agents and employees, and all other persons providing facilities or assisting in the conduct of the Activity and in the transportation of the Gymnast to and from the Activity (collectively the "Released Parties") of and from any and all actions, causes of action, claims, demands, liability, losses or damages of whatever name or nature, including but not limited to those arising from or in any way related to the negligence, recklessness or intentional conduct of any of the Released Parties, or that arise out of or are connected in any way to the Gymnast's participation in the Activity and the transportation of the above-named Gymnast to and from the Activity including exposure to or infection by COVID-19 (collectively the "Released Claims").

7. Indemnification. I will defend, indemnify and hold harmless (that is, reimburse and be responsible for) the Released Parties from any loss or damage, including but not limited to costs and reasonable attorney fees (including the cost of any claim I might make or that might be made on my behalf or the Gymnast's behalf that is released by this document), arising out of or connected in any way with any of the Released Claims.

8. Over Age 18 Waiver. I understand that persons 18 years of age and older are not covered by any insurance held by IGN. I agree to be completely financially responsible for all medical expenses arising out of my participation or observation in the Activity. As a consideration for my participation in the Activity, I agree to carry adequate medical insurance.

I HAVE READ AND UNDERSTAND THIS PARTICIPATION AGREEMENT AND RELEASE. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM GIVING UP SUBSTANTIAL RIGHTS. I AM EXECUTING THIS DOCUMENT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Gymnast (If 18 years or older)

Date

Signature of Parent/Guardian

Date

Signature of Other Parent/Guardian

Date