

**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK
(THE AGREEMENT)
TWO JACKS, INC. DBA GYMCATS AND DBA NINJACATS(TJGCNC)**

I have voluntarily elected to use and, if applicable, to allow the minor child(ren) identified and all minor children under my care, legal responsibility, and supervision and referred to individually and collectively herein as “Child”, to use the facilities and equipment located at One Odell Plaza, #190, Yonkers, NY 10701. In consideration for being allowed to use said facilities and equipment, and any other services provided by TJGCNC, or its employees or agents at said location, or any other location within the State of New York, I represent, acknowledge, and agree as follows:

GENERAL RELEASE

I acknowledge and agree that this Agreement covers and is intended to release and provide other benefits, legal protections, and consideration to TJGCNC, and their respective and collective agents, owners, officers, managers, shareholders, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf (collectively, “TJGCNC”)

ACKNOWLEDGMENT OF POTENTIAL INJURIES

I acknowledge and agree that the use of gymnastics equipment and an obstacle course and other equipment at the TJGCNC Facility involves instructional sport activities, and that participating in obstacle course activities is inherently and obviously dangerous. I understand there is a risk that I or the Child will be injured. I acknowledge that the risks of injury include serious physical or emotional injury, paralysis, death, damage to myself, and/or third parties, and damage to movable property of any or all such persons. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, which I further agree is for instructional purposes and completely voluntary. I acknowledge and agree that, while the obstacle course and other activities that take place at the TJGCNC Facility are monitored generally by TJGCNC Facility employees, it is not feasible for such employees to monitor the activities and actions of all customers at all times or all customers simultaneously. Furthermore, I understand and accept that:

- Injuries may result from falls, collisions, improper landings, or contact with equipment or other participants, negligence, carelessness, or reckless conduct of other participants, guests or invitees or any other individuals not associated with TWO JACKS, INC, d/b/a GYMCATS and d/b/a NINJACATS (TJGCNC).
- Participation while under the influence of alcohol or drugs, or with pre-existing conditions (e.g. heart, spine, pregnancy, recent surgeries) significantly increases risk.

Children taking prescription medicine must receive written clearance from a licensed physician acknowledging their ability to take part in attending all sessions, clearly setting forth the medication prescribed will not interfere with the child's judgment or physical abilities to safely participate.

- Observing near active equipment also poses injury risks as well as participating with other children.

VOLUNTARY ASSUMPTION OF RISK ACKNOWLEDGMENT

I acknowledge and agree that I and the Child are participating voluntarily at our own risk. I acknowledge and agree that the actions or activities of other customers or the actions or inactions of TJGCNC Facility employees could cause me or the Child significant bodily injury (as described in this Agreement), I acknowledge and agree TJGCNC is not responsible for the actions or activities of customers using the TJGCNC Facility or the negligence of its employees in supervising the TJGCNC Facility or its usage, including actions, activities, or omissions that result in such harm. Some of the risks include, but are not limited to, the following:

- a) Participants may die or become paralyzed, partially, or fully, through their use of the TJGCNC facility and participation in TJGCNC activities.
- b) Participants may suffer concussions, cuts, scrapes, bumps, bruises, the transmission of disease strains and allergic reactions through use of the TJGCNC Facility equipment or contact with other participants or surfaces they have contacted. Participants may sprain, pull, break or otherwise seriously externally or internally injure their head, face (including nose and teeth/jaw), neck, torso, spine, arms, wrists, hands, legs, knees, ankles, feet or other body parts as a result of falling off obstacles(s) or other equipment, landing improperly on the obstacles or other equipment, or making contact with other participants. As noted in paragraph a) above, such injuries can lead to paralysis, disfigurement or death. Participation may result in heat stroke, heart attacks, dehydration and other exertion-related medical events.
- c) Participants may fall on each other, resulting in broken bones and other serious injuries.
- d) Using obstacles and other equipment can result in similar physical injury (even if the participant is not himself or herself participating at the time).
- e) Observing, standing, sitting or taking photographs near any equipment or activity is NOT allowed. Observing, standing, sitting or taking photographs near any equipment or activity can result in physical injury (even if the observer is not himself or herself participating at the time).

I acknowledge that my use of the obstacles and other equipment and participation in other activities at the TJGCNC Facility is purely voluntary, that there is a risk of serious injury when using the obstacles and other equipment, and that I elect to participate in spite of such risks.

AGREEMENT TO PAY MY OWN MEDICAL EXPENSES

I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I and/or my child possess, whether known or unknown, which might contribute to or exacerbate any injury I might sustain as a result of using the TJGCNC Facility or any of its equipment. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed as a result of any injury I sustain while using the TJGCNC Facility, such assistance shall be at my own expense.

MEDICAL TREATMENT AUTHORIZATION

TJGCNC is authorized to obtain medical treatment and procedures for the child(ren) as may be appropriate in emergency circumstances, including treatment by physicians, hospital and clinic personnel, and other appropriate health care providers. TJGCNC is NOT responsible for administering medication(s) for the child(dren)

I certify that I and/or the Child am/are physically and mentally fit for participation and I am unaware of any impediment, physical, psychological or otherwise, that would interfere with safe participation in any TJGCNC events. I authorize TJGCNC and its staff to secure medical treatment, including but not limited to calling for emergency responders including EMT or ambulance, in an emergency and accept full monetary responsibility for any such care. I acknowledge that TJGCNC does not administer first aid or any medications.

RELEASE OF LIABILITY

In consideration for participation, I, on behalf of myself and all Releasing Parties (including Child, spouse, heirs, and assigns), release and hold harmless TJGCNC, its owners, employees, volunteers, affiliates, and agents (collectively "Releasees") from any and all claims related to participation, including injury, illness (including COVID-19), emotional harm, property damage, or death— caused by negligence of any participant, observer or individual not employed by TJGCNC.

The Releasing Parties, on behalf of their legal wards, child, children or persons in their custody and control as represented by their signatures and acknowledgment on this Agreement, hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant that they hereby waive any right to bring legal action against TJGCNC, and their successors, predecessors-in-interest, and insurers (collectively, the "Releasees") as a result of any and all claims, demands, rights, actions, suits, causes of action, obligations,

debts, costs, losses, charges, expenses, attorneys' fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, [and whether concealed or hidden], related to or arising, directly or indirectly, from my access to and/or use of the TJGCNC Facility, premises and/or its equipment (whether obstacles and other equipment or otherwise), my entry into the TJGCNC Facility, the condition, maintenance, inspection, supervision, control or security of the TJGCNC Facility, the failure to warn of dangerous conditions in connection with the TJGCNC Facility, and/or the acts or omissions of TJGCNC or any of the Releasees, including, without limitation, any claim for negligence, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. I understand that this release and waiver applies not only to use of obstacles and other equipment, but also all other equipment, and all activities and games at the TJGCNC Facility. I understand that this release and waiver applies to and includes all activities that I engage in at the premises, whether inside or outside the TJGCNC Facility. In the event that any claim released herein is brought by, or asserted on behalf of, the Releasing Parties, I shall immediately defend, indemnify and hold harmless the Releasees, and any of them, from any loss or liability, including reasonable attorneys' fees, associated therewith or arising therefrom. For the avoidance of doubt, nothing in this Release waives or releases any claim based on the gross negligence, reckless, or willful misconduct of any Releasee, to the extent such a waiver or release is prohibited by law.

ARBITRATION OF DISPUTES; TIME LIMIT TO BRING CLAIM

Any dispute arising from participation shall be resolved through binding arbitration in Westchester County, NY, administered by JAMS under Rule 16.1 Expedited Arbitration Procedures. Claims must be brought within one year for adults or within the applicable statute of limitations for minors. This Agreement is governed by the laws of New York and the Federal Arbitration Act.

I understand that by agreeing to arbitrate any dispute as set forth in this section, I am waiving my right, and the right(s) of the minor child(ren) above, to bring an action in any Federal or State court of competent jurisdiction and venue against TJGCNC and the other Releasees for any and all claims covered by this Agreement. By agreeing to binding arbitration, I understand that I will NOT have the right to have my claim determined by a Federal or State court of competent jurisdiction and venue, a jury, and the minor child(ren) above will NOT have the right to have claim(s) determined by a Federal or State court of competent jurisdiction and venue or a jury. Reciprocally, TJGCNC and the other Releasees waive their right to maintain a lawsuit against me and the minor child(ren) above for any and all claims covered by this Agreement, and they will not have the right to have their claim(s) determined by a Federal or State court of competent jurisdiction and venue or a jury. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO MY OR THE CHILD'S ACCESS TO AND/OR USE OF THE TJGCNC PREMISES AND/OR ITS EQUIPMENT, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury) FOR AN ADULT AND WITHIN THE APPLICABLE STATUTE OF

LIMITATIONS FOR A MINOR AND BE DETERMINED BY ARBITRATION IN WESTCHESTER COUNTY OF THE TJGCNC FACILITY, NEW YORK, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS RULE 16.1 EXPEDITED ARBITRATION RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New York, without regard to choice of law principles. Notwithstanding the provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16). I understand and acknowledge that the JAMS Arbitration Rules to which I agree are available online for my review at jamsadr.com, and include JAMS Comprehensive Arbitration Rules & Procedures; Rule 16.1 Expedited Procedures; and, Policy On Consumer Minimum Standards Of Procedural Fairness.

PHOTO/VIDEO/SOCIAL MEDIA WAIVER

In connection with my and the Child's use of the TJGCNC Facility, I consent to the recording of the Child's and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means ("Recordings"). I hereby consent to and authorize TJGCNC and its agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, as well as the Child's name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing any TJGCNC Facility. I further agree that the foregoing includes the consent to use the Child's and/or my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings.

SUMMER CAMP AND HOLIDAY CAMP CONDITIONS OF ENROLLMENT

In consideration of participation and membership in Two Jacks, Inc., dba GymCats, dba NinjaCats and/or Chiara, LLC dba Equalize Fitness, from here out known as **TJTJGCNC**, and my participation in **TJGCNC** Summer Program, events, and activities, I agree to be bound by each of the following:

1. Eligibility: I agree to comply with the rules of **TJGCNC**.
2. **No refunds** will be given for absences, changes, or withdrawals.
3. Fees for **TJGCNC** Camp Program are non-refundable.
4. Readiness to participate: My child(ren) will only participate in those **TJGCNC** classes, programs, events, competitions, and activities for which I believe they are physically and psychologically prepared. Prior to participation, my child(ren) will have practiced their exercises and will perform only those exercises which they have accomplished to the degree of confidence necessary to assure they can perform them by themselves, and without injury.
5. All pictures/videos of my child(ren) may be used for promotional use.
6. **Medical Attention: I hereby give my consent to TJGCNC to provide to my child/children in the event that the parent cannot be reached, through a medical staff of its choice, customary medical/athletic training attention, transportation, and emergency medical services as warranted in the course of my participation.**

7. **Waiver and release: I am fully aware of and appreciate the risks, including the risk of catastrophic injury, paralysis, and even death, as well as other damages and losses associated with participation in gymnastics and obstacle course activities and summer program events.**

TJGCNC RULES & POLICIES

1. Children should be dropped off 10 minutes prior to the start of camp (with the exception of early drop off). Children will only be released to a parent or guardian unless other arrangements have been made with the office.
2. Children's belongings (valuables should be left at home) should be kept in a tote bag or backpack. **TJGCNC** assumes no responsibility for the loss of money or other valuables.
3. Please do not send ill children to **TJGCNC**. We reserve the right to send home all children who we feel are not in good health and pose a threat to themselves and/or other children.
4. Attire: Girls should wear a leotard & be barefoot (non-slip socks are permitted). Close-fitted shirt and/or shorts may be worn over leotards. Hair must be secured, and no jewelry (post earrings are allowed). Boys should wear close-fitted gym shorts or pants, a close-fitted shirt, and be barefoot (non-slip socks are permitted). For the safety of both the student and instructor, no student will be permitted to participate in class unless properly attired.
5. Please notify us if your child will be absent from **TJGCNC** Camp Program. The office opens at 8:00 AM.
6. Children should bring their own snack and water bottle each day.
7. **TJGCNC** is not responsible for changes in the curriculum that are out of our hands.
8. **TJGCNC** may use inflatables.

NinjaCats Warrior Obstacle Course Permission

* I grant permission for my child to use the NinjaCats Warriors Obstacle Course during camp day. The NinjaCats Warriors Obstacle Course is different than and in addition to the gymnastics program.

Special Accommodations must be emailed to info@gymcats.net, and an acknowledgment and acceptance must be received from GymCats.

TERM OF AGREEMENT

I understand that this agreement extends in perpetuity and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit TJGCNC, whether at the current location or any other location or facility.

SAFETY IS YOUR RESPONSIBILITY: I AND EACH CHILD AGREE TO FOLLOW THE CODE OF PATRON RESPONSIBILITY:

- a) You acknowledge that there are inherent risks in the participation in or on any equipment, and that such risks include not only the use of obstacles and other equipment, but other activities and equipment. Patrons who use obstacles and other equipment, and those who engage in any other activities or use any other equipment, by participation, accept the risks inherent in such participation of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while using the

obstacles and other equipment, and while engaging in such activities. Patrons have a duty to obey all oral or written warnings, or both, prior to or during participation, or both.

- b) You have a duty to not participate in any activity on any equipment, or engage in any other activity or use any other equipment, when under the influence of drugs or alcohol.
- c) You have a duty to properly use all safety equipment provided, whether for the obstacles and other equipment, or otherwise.
- d) You have a duty to not participate in any activity on any equipment, or engage in other activities or use other equipment, if you have pre-existing medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, knee or ankle conditions, high blood pressure, known pregnancy, any history of spine, musculoskeletal or head injuries, or if you may be pregnant.
- e) You have a duty to remove inappropriate attire including hard, sharp or dangerous objects such as buckles, pens, purses, badges and so forth.
- f) You have a duty to avoid bodily contact with other patrons.
- g) You have a duty to conform with or meet height, weight or age restrictions imposed by the manufacturer or owner to use or participate in any activity, whether involving the use of obstacles and other equipment, or otherwise.
- h) You have a duty to avoid crowding or overloading individual sections of the obstacles, or other equipment.
- i) You have a duty to use the obstacles, and other equipment, within your own limitations, training and acquired skills.
- j) You have a duty to avoid landing on the head or neck. Serious injuries, paralysis or death can occur when landing on the equipment, floor, or elsewhere, whether involving obstacles, other equipment, or otherwise.
- k) You also agree to follow and obey all posted and stated warnings and patron education signs.
- l) You agree to explain all safety rules to each Child you accompany, and to ensure that each Child obeys the safety rules.

I would like to receive email promotions, discounts, and other advertisements from TJGCNC and its partners at the email address I provided. I may unsubscribe at any time.

I have had sufficient opportunity to read this entire document. I have read and understood and voluntarily agree to be bound by its terms. I understand that employees working at the TJGCNC Facility, including the director, supervisors, instructors, do not have the authority to waive any provision of this Agreement. This Agreement constitutes and contains the entire

agreement between TJGCNC and me relating to the Child's and my use of the TJGCNC Facility. There are no other agreements, oral, written, or implied, with respect to such matters. I further agree that this Release shall be constructed in accordance with the laws of the State of New York. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect to the maximum extent permitted by law.

By signing below, I represent, warrant and certify that I am the parent, legal guardian, or power-of-attorney of listed Child(ren) and have the authority to execute this Agreement on his/her or their behalf and to act on his/her or their behalf. I have read each and every paragraph in this document and I and they agree to be bound by the terms stated therein, including the release of liability contained therein. I am 18 years of age or older. I am entering this agreement on behalf of myself, my spouse or domestic partner, the Child, and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons (collectively, the "Releasing Parties").

PLEASE ONLY VISIT THE FACILITY IF THE FOLLOWING APPLY:

(1) If requested, you are willing to practice social distancing and maintaining at least six feet between individuals in all areas of TJGCNC; (2) You are healthy enough to participate, and do not have symptoms of COVID 19 such as feeling sick, coughing, sneezing, shortness of breath, fever or are not feeling well; (3) You do not live with or visited a person or family member that has been diagnosed with or suspected of having COVID-19; (4) you consent to having you (or your minor child's) temperature checked upon entering TJGCNC. If requested, all participants are required to wear masks regardless of vaccination.

**ADDENDUM TO PARTICIPATION AND ARBITRATION AGREEMENT ADDING
WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING ASSUMPTION
OF RISK AND INDEMNIFICATION AGREEMENT**

In consideration of being allowed to participate in any or all the services and activities, including, but not limited to, those set forth in the Participation and Arbitration Agreement and any related events and activities, the undersigned acknowledges, appreciates, and agrees that: (1) Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, (2) Participant for myself, and/or on behalf of my spouse, and minor child(ren)/ward(s) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and, (3) agree to comply with the stated and customary terms and conditions for participation with respect to protection against infectious diseases and if I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest management employee immediately;

and (4) that I, as parent/guardian, with legal responsibility for any minor participant, have read and explained the provisions in this waiver/release to my child/ward, including the risks of presence and participation, and his/her personal responsibilities for adhering to the rules and regulations for protection against infectious diseases; and, (5) I, for myself and/or on behalf of my spouse, and minor child(ren)/ward(s) as well as on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS TJGCNC, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, owners, parent companies, affiliated entities, and lessors of premises (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law. provided, however, that nothing herein waives or releases any claim based on the gross negligence, reckless, or willful misconduct of any Releasee, to the extent such a waiver or release is prohibited by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY AS A CONDITION TO MY WARD, CHILD, LEGAL SUBJECT’S PARTICIPATION IN ANY AND ALL TJGCNC ACTIVITIES AND EVENTS. I FURTHER HEREBY ACKNOWLEDGE THAT I AM THE LEGAL GUARDIAN FOR THE CHILD PARTICIPANT NAMED BELOW AND POSSESS THE LEGAL RIGHT AND ABILITY TO EXECUTE THIS DOCUMENT ON BEHALF OF SAID PARTICIPANT. I AM FULLY AWARE THAT I AM WAIVING RIGHTS HEREUNDER AND FURTHER AKNOWLEDGE THAT ANY MISREPRESENTATION I HAVE MADE HEREIN, WILL CAUSE ME TO BE FULLY LIABLE DIRECTLY TO ANY PARTICIPANT NAMED BELOW LEGAL ACTION[S] WHICH MAY ARISE FROM PARTICIPATION AT TJGCNC EVENTS PERMITTED BY THIS AGREEMENT.
