

(a) You are *aware* of the risks of Participant sustaining physical injuries as well as emotional harm from the Participant presence on the Premises and from participation in GYMNASTIKA activities, including, but not limited to harm brought about by any verbal instructions and comments made by coach(es), by their critique and assessments of performance, by their speech actions, by home assignments, and any disciplinary measures, including shaming and name-calling, by any corrective contact with the coaches, or by physical or verbal interactions with other Participants on or off the PREMISES.

(b) You agree to accept the risks of injuries and harm to a Participant that may result from any GYMNASTIKA activities at or away from our physical setting, and that in consideration of Activities Provider admitting You (and your minor child) as a Participant *you assume any such risks* as a condition of admission.

(c) In further consideration of your admission to GYMNASTIKA activities, You agree to indemnify and hold the Activities Provider, its employees, agents, spouses, heirs, executors, administrators, legal representatives, and assigns, harmless and to release them from all manner of legal and punitive actions, and all causes of action, costs, debts, charges, claims, and demands for or by reason of any injury to property or person, including claims of infliction of emotional harm to any Participant or injury resulting in the disablement or death of the Participant, which has been or may be sustained as a consequence of the Participant's engagement in our activities with other Participants and notwithstanding that such damage, loss, charge or injury may have been caused solely or partly by the negligence of the Activities Provider, its employees, agents, spouses, heirs, executors, administrators, legal representatives and assigns. *The above does not apply to any legally-required reporting of sexual or physical abuse of any Participant.*

1. What We Expect from Admitted Participants?

(a) By executing this Application without any further disclosure of their medical condition (see, 3. b below), the Participants state and affirm that they do not have any physical limitations, medical ailments, physical, emotional, or mental conditions, disabilities, or communicable infections that would limit or prevent the Participant from participating in GYMNASTIKA activities or present threat to others and Activity Provider is entitled to rely on such affirmation.

(b) In the best interests of all, GYMNASTIKA requires full disclosure of any physical limitations, pre-existing medical or mental conditions, ailments and disabilities, diagnoses and symptoms of any transmittable Viral or bacterial infection and any other as well as any current medication regimen or knowledge of drug use to be provided in writing to GYMNASTIKA as part of this Application. Such disclosures will be kept in strict confidence. They might, but would not necessarily, result in the denial of admission, but failure to disclose any such issues whether pre-existing or newly present are grounds for immediate termination of the Participant.

(c) We may require any Participant to sign a declaration of *being free from any symptoms and diagnosis* of any current viral (or bacterial infection), to *undergo testing* at our request, to obtain a proper *medical examination*, and provide *detailed clearance* for participation in our activities. We shall make a reasonable effort to abide by whatever limitations that may be set or recommended by medical clearance, but we will not be able to guarantee continuous participation.

(d) GYMNASTIKA does not provide or dispense protective gear such as Masks, gloves, etc. Activities Provider does not presently require Participants engaged in any group or physical activities on the Premises to wear Masks or any protective face gear. However, any Participants not engaged in physical activities (parents, relatives, drivers, and chaperones) are presently required to wear a Mask as a condition of being permitted to enter and remain on the designated waiting area of the Premises. GYMNASTIKA may not and will nor dispense any OTC medications or prescription drugs to Participants but we shall allow Participants to bring and take their medication as appropriate.

(e) Unless specifically precluded by Participant in writing, GYMNASTIKA shall be authorized to provide 1st Aid.

(f) While engaged in any physical activities, all Participants are entitled to be isolated from any possible interferences by any Person on the Premises, including their parents, relatives, friends, and guardians. GYMNASTIKA will provide reports of Participant performance to authorized persons as and when appropriate. GYMNASTIKA may (but is not obligated to) provide a camera-enabled feed of Participant group or individual performances to a waiting room area or any other area.

(g) Our coaches may deserve correction and even criticism from any Participant as long as it is made in a *non-adversarial* and calm manner *outside of any other Participant's presence* including their own child.

(h) We do not allow any Participant to make abusive or vulgar remarks, to raise their voice, to harass, threaten, offend, or insult any other Participant whether *in or out of class*, including their own child. We reserve the right to request any person to leave the GYMNASTIKA Premises without an argument.

(i) GYMNASTIKA does not provide any childcare services, and will not release any minor Participant to any person other than Mother, Father, or Guardian unless the person (e. g, grandparent, or nanny) is on your list of individuals who have parental authority to pick the child from the Premises or you have provided us with any prior authorizations for your minor Participant (.e.g. release for self-departure or request to allow the Participant to remain on the Premises as a member of the LA DanceSport Club.

(j) Regular access to and egress from the GYMNASTIKA facility is through the offices and dance area occupied by LA DanceSport Club and we expect all our Participants to *maintain silence* while going through those areas, to show deference and respect to all others and to leave the Premises without lingering.

(k) Unless You are a member of or a participant in the LA DanceSport Club You agree to use street parking and not park your vehicle in spaces reserved for the LA DanceSport Club, nor in the alley or parking space of the Volvo repair shop.

(l) Any conduct interfering with the peace and order on the Premises, undermining the dignity of coaches, trainers, staff, and threatening any other Participants of GYMNASTIKA and LA DANCE may result in immediate suspension or termination of the adult or minor Participant.

(m) We maintain great vigilance against any physical assault, sexually inappropriate behavior, and harassment of our Participants by any person on the Premises. Should you notice any such incidents please report them immediately to the Owner and Head Coach of GYMNASTIKA or any other coach or staff member.

(n) Our charges are reasonable and very competitive. We expect them to be paid in full upon completion of any session. We may choose to place some but not all participants on a weekly or monthly payment schedule based on their past history with GYMNASTIKA.

1. **Confirmation**

- a. The Participant understands that by signing this Application, the Participant may or may not be admitted to GYMNASTIKA activities, but that in the event of and as a condition of being admitted, the Participant agrees not to bring legal action or otherwise claim against the Activities Provider and certain others for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above activities.
- b. The Participant acknowledges that the Participant signs this Application with an express intention of waiving certain obligations that may be otherwise owned by GYMNASTIKA to the Participant and does so with the intention of binding the Participant's spouse, heirs, parents, executors, administrators, representatives and assigns.
- c. The Participant hereby acknowledges that the Participant has an opportunity to obtain the advice of its own counsel and was encouraged to seek independent legal advice prior to signing this document and agrees that the Participant has carefully read this document and had his questions answered and that the Participant understands its purpose and that to be admitted to GYMNASTIKA the Participant is freely and voluntarily executing the same.
- d. This Application contains the entire agreement between the parties terms of which are contractual and not a mere recital to be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF the Participant have duly affixed their signatures under hand and seal on this _____ day of _____, 20____.

Participant (minor over the age of 12) _____ (signature)

Participant (parent) _____ (name) _____ (signature)

Action On the Application

Admitted as of _____ (date)

Admission pending until (date) _____ or until the following conditions are met

Admission with Probation Period From _____ until _____