

**PARAGON NATIONAL TRAINING CENTER  
RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

---

The undersigned participant (“I” or “me” or “Participant”) wishes to participate in the instruction, training and competition in the sport of gymnastics and other services (any and all of the foregoing are referred to in this document as “Activities”) provided by Paragon National Training Center, LLC, a Maryland limited liability company (the “Company”) at the gym/training facility located at 7190 Oakland Mills Rd. Bay #4 Columbia MD 21046 (the “Gym”). As lawful consideration for being permitted by the Company to participate in the Activities, I agree to all the terms and conditions set forth in this Release of Liability and Assumption of Risk (this “Agreement”).

**1. Assumption of Risk and Responsibility.**

A. I recognize, understand, appreciate and acknowledge: (i) the risks and dangers of injury that may occur in the course of being on the grounds of the Gym and participating in the Activities (including, for example, but not by way of limitation, activities involving height and rotation, skills and techniques, and facilities, equipment, apparatus, mats, and pits unique to the sport of gymnastics and its various disciplines); (ii) that either or both of my presence at the Gym or my participation in Activities may involve risk of bodily injury (including, for example, but not by way of limitation, injuries to bones, joints, muscles and internal organs), illness, disability or paralysis (whether temporary, permanent, total or partial), death, or other harm; and (iii) that I am voluntarily engaging in the Activities with adequate prior knowledge and a full understanding of such risks and dangers.

B. I voluntarily decide to participate in the Activities, and agree to and do assume all legal and financial responsibility for: (i) any and all risks and dangers referred to in the preceding paragraph; (ii) any and all injuries, damages and losses, whether to person or property, and whether physical, psychological, social or economic, that I may in any manner and from whatever cause sustain in connection with attendance and participation in the Activities, including such injury, damage or loss that may result from the negligence of the Company, and its officers, directors, employees, trainers, instructors, coaches, agents, affiliates, members, successors and assigns (individually a “Releasee” and collectively, “Releasees”) or from any other cause; and (iii) all treatment, hospitalization and other care rendered to me in the event of my injury, illness or other emergent circumstance in connection with any of the foregoing.

**2. Release.** I hereby expressly waive and release the Releasees from and against any and all liabilities, losses, damages, claims, demands, litigation, and judgments, present or future, known or unknown, foreseeable or unforeseeable, valid or invalid, direct or consequential, together with reasonable costs and attorneys’ fees (collectively referred to herein as “claims”), which result directly or indirectly, from bodily injury, illness, disability, paralysis, death or property damage arising out of or attributable to either or both of my presence at the Gym or my participation in the Activities, whether arising out of the negligence of the Company or any Releasees or otherwise. I agree not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

**3. Indemnification.** I shall defend, indemnify and hold harmless the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by any Releasee, arising out or resulting from any claim of a third party related to the Activities.

**4. Term.** This Agreement shall remain valid until it is expressly revoked by written notice from me to the Company; provided however, that any such revocation shall not in any manner affect the waiver, release of liability, and indemnification given hereunder for any acts or occurrences prior to the receipt of said written notice of revocation by the Company or prior to termination of my participation in Activities.

**5. General.** This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and each of their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Maryland and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SUE THE COMPANY.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Participant

**FOR PARTICIPANTS OF MINORITY AGE**

This is to certify that I, as parent/legal guardian with legal responsibility for the Participant (the minor named above), have the legal right to consent to and, by signing below, I hereby do consent on behalf of myself and on behalf of the Participant to the terms and conditions of this Agreement; and in doing so consent and agree not only to his/her assumption of risk, waiver, release and indemnification, but also for myself, and my heirs, personal representatives, administrators, successors and assigns, to waive, release and indemnify Company from any and all claims incident to either or both of the Participant's presence at the Gym or participation in the Activities as stated above, even if arising from the negligence of the Company or other Releasees to the fullest extent permitted by law.

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Parent/Legal Guardian