

RED ZONE TRAINING, LLC

ASSUMPTION OF RISK AND LIABILITY RELEASE

A. Agreement: I fully understand and acknowledge that:

(a) Recreational and fitness activities have inherent risks, dangers, and hazards and such exists in my participation in such activities with Red Zone Training, LLC ("Red Zone"), or on equipment rented from Red Zone.

(b) My use of Red Zone's equipment, regardless of location, weather, condition of equipment and/or the manner it is used involves risk or injury, including, but not limited to, muscle strains, sprains, tears, pulls or other bodily injury. I also realize that there are many other risks of injury, including serious disabling injuries, heart attack, stroke and even risk of death, and that it is not possible to specifically list each and every injury which may arise.

(c) These risks and dangers may be caused by the negligence of the representatives, the negligence of participants, including myself, the negligence of others, accidents, or other causes.

(d) Knowing the risks, and reasonably anticipating that injuries and even death are a possibility, I hereby expressly assume all of the delineated risks of injury, all other possible risks of injury and even risk of death, which could occur by reason of my participation in recreational and fitness activities and equipment sponsored or provided by Red Zone. I agree to unconditionally waive and release Red Zone and Diablo Gymnastics School, and their trustees, agents and employees (collectively, the "Released Parties") from all claims and liability for any injuries or other claims I may sustain, regardless of intent or negligence.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE TO USE RED ZONE'S EQUIPMENT AT MY OWN RISK. I FULLY UNDERSTAND THAT BY SIGNING I AM FOREVER GIVING UP, IN ADVANCE, ANY RIGHT TO SUE OR MAKE CLAIMS AGAINST THE RELEASED PARTIES.

B. Waiver of Claims:

I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives, will not make a claim against, sue, or attach the property of Red Zone or Diablo Gymnastics School, or any of its officers, directors, managers, employees, agents or others acting on its behalf, for injury or damage, howsoever caused, as a result of my use of its equipment. I hereby release Red Zone and Diablo Gymnastics School, including any of their officers, directors, managers, employees, agents or others acting on their behalf, from all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my use of their equipment.

C. Unknown Claims:

I hereby certify that I have read the following provision of Section 1542 of the California Civil Code:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

D. Indemnity:

I further agree to indemnify, defend and hold Red Zone and its parent company, subsidiaries, affiliates, officers, directors, shareholders, agents, attorneys, and landlord (collectively, "Indemnified Parties") harmless from and against any and all claims, losses, expenses, liabilities, liens and causes of action (including, without limitation, reasonable attorneys' fees and costs of proceedings) which may be asserted against any Indemnified Party by reason of Red Zone's ownership of any equipment rented to or in any way utilized by me.

PARENT OR GUARDIAN'S APPROVAL OF AGREEMENT; RELEASE FROM LIABILITY; WAIVER OF CLAIMS.

I am the parent and/or legal guardian of _____. I have read the above agreement, understand all of its provisions, and by my signature below, authorize and agree with all of the provisions stated above. By so signing, I am releasing Red Zone and Diablo Gymnastics School, including any of their officers, directors, managers, employees, agents or others acting on their behalf, from all actions, claims, or demands that this minor or I, or any assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from the above mentioned minor's use of Red Zone's equipment.

Executed at _____, California, on the ____ day of _____, 201__.

Parent/Legal Guardian signature _____

<i>Parents Name (Printed)</i>	<i>Home Phone</i>	<i>Cell or Work Phone</i>
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<i>Address</i>	<i>City</i>	<i>Zip</i>
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<i>Email address(used for newsletter and class info only)</i>	<i>How did you hear about Red Zone Training?</i>
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/ M / F /

<i>1ST CHILD'S FULL NAME</i>	<i>SEX</i>	<i>DATE OF BIRTH</i>
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/ M / F /

<i>2ND CHILD'S FULL NAME</i>	<i>SEX</i>	<i>DATE OF BIRTH</i>
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/ M / F /

<i>3RD CHILD'S FULL NAME</i>	<i>SEX</i>	<i>DATE OF BIRTH</i>
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YES **No** I GIVE MY PERMISSION TO USE MY CHILD'S IMAGE/PICTURE ON RED ZONE TRAINING, LLC'S WEBSITE AND/OR ANY OTHER ADVERTISEMENTS FOR RED ZONE TRAINING, LLC.

ANY SPECIAL NEEDS OR ANY RECENT INJURIES WE SHOULD BE AWARE OF?

RED ZONE TRAINING LLC'S COPY