

**Destiny Holdings LLC DBA The Edge Coronavirus Waiver:**

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19. The coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Destiny Holdings LLC DBA The Edge "The Edge" - has put in place preventative measures to reduce the spread of COVID- 19 but The Edge cannot guarantee that you or your child(ren) will not become infected with COVID-19. Attendance at any The Edge programming could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending The Edge programming and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at any The Edge programming may result from the actions, omissions, or negligence of myself and others, including, but not limited to, The Edge employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at any The Edge programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless The Edge, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Destiny Holdings LLC DBA The Edge, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any The Edge programs.

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**EDGE Waiver of Liability:**

DESTINY HOLDINGS, LLC DBA THE EDGE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY, PARENTAL CONSENT AND PHOTO RELEASE AGREEMENT ("AGREEMENT") IN CONSIDERATION of being permitted to participate in any way in The Edge activity ("Activity") I, for myself, for personal representatives, assigns heirs, next of kin and minor/s: 1. ACKNOWLEDGE, agree, and represent that I understand the nature of Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. 2. FULLY UNDERSTAND THAT: (a)

Activity involves risks and dangers of serious bodily injury, including – but not limited to - permanent

disability, paralysis, and death ("risks"); (b) these risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the "releasees" named below; (c) there may be other risk and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE EDGE, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim. 4. WHILE participating in Activity or while at The Edge Facility, I agree that my/our conduct will reflect and mirror the Mission of The Edge. Failure to abide by the Mission of The Edge shall be reason to retain any fees and terminate the agreement to participate, lease, rent, etc. by The Edge. 5.

MINOR RELEASE: And I, the minor's parent and/or legal guardian, understand the nature of activity and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the releasee's from all liability claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operation and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the releasees named above, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

PHOTO/VIDEO RELEASE Parent, or the minor's guardian, and/or I have read and agree to the forgoing provisions. The Edge reserves the right to use photographs, negatives, reproductions and video tapes from events held at, or in conjunction with, the facility for display, publication, marketing, advertising and other purposes without the need to compensate me or my minor or without additional approval. Negatives and videotape will be the exclusive property of The Edge.