

**PARENT/GUARDIAN OF MINOR LIABILITY RELEASE, WAIVER, INDEMNIFICATION,
EXPRESS ASSUMPTION OF RISK, AND COVENANT NOT TO SUE**

THIS IS A LEGALLY BINDING LIABILITY RELEASE, WAIVER, INDEMNIFICATION, EXPRESS ASSUMPTION OF RISK, AND COVENANT NOT TO SUE (the “Release”) THAT AFFECTS YOUR LEGAL RIGHTS. By signing this Release you forever give up all your rights to recover compensation or obtain any other remedy for any injury of damage to your child/ward or his/her property or for his/her death arising out of his/her participation in the Program as defined and described below.

I, (print name) _____, being the parent or legal guardian of (child’s name) _____ whose date of birth is _____, hereby affirm that I am 18 years of age or older, and I have carefully read this Release in its entirety. By my signature below and by my initialing each numbered section, I agree to each and every term and condition of this Release. I understand that Galina Parfenov Training and the “Released Parties” as defined in section 4(a) below are collectively referred to herein as “GALINA PARFENOV TRAINING”.

_____ 1. I have hired Galina Parfenov Training for my child/ward and/or am voluntarily enrolling my child/ward in one or more services and activities that, now or in the future, are offered, sold, operated, provided, sponsored, managed, supervised, or directed by GALINA PARFENOV TRAINING. I have voluntarily requested that Galina Parfenov Training provide athletic training, coaching, instruction, and/or related services to my child/ward remotely via the Internet or phone and/or in person at various locations, environments, and facilities, including, but not limited to indoor and outdoor locations, climbing and recreation facilities, boulders, rock formations, and/or remotely. I understand that the services and activities may involve, without limitation: (a) rock climbing (including without limitation, climbing on artificial and natural rock surface, outdoor instruction, online instruction, etc.), (b) weight and cardiovascular training, (c) transportation in cars and/or other vehicles, (d) spectating and/or attending training sessions, camps, and other events, in person or remotely, (e) online training services and/or other services unsupervised by GALINA PARFENOV TRAINING, and (f) other activities, programs, clinics, events, camps, instruction, and classes, either in person or remotely, with or without the supervision of GALINA PARFENOV TRAINING or any of its employees, contractors, or personnel. All services and/or activities provided by Galina Parfenov Training now or in the future, including, but not limited to, all of those services and activities described in this paragraph 1, are collectively referred to herein as the “Program”.

_____ 2. I understand that rock climbing, bouldering, weight lifting, cardiovascular and/or athletic training, online and/or remote training and instruction, training with professional climbers, coaches, and other climbers and athletes of varying experience and skills, and all services and activities provided to my child/ward through the Program, are extremely intense, strenuous, and physically demanding activities. I am unaware of any physical or mental condition that would (a) prevent my child/ward from safely participating in the Program or (b) endanger the health or safety of my child/ward or the health and safety of others due to his/her participation in the Program. I swear and attest: (i) that I have consulted with the physician of my child/ward prior to his/her participation in the Program and that the physician has not advised him/her against participating in the Program, (ii) that my child/ward is physically fit, sufficiently trained, and competent to participate in the Program, (iii) that my child/ward has no physical injuries or medical conditions that would make his/her participation in the Program dangerous to him/her or others, and (iv) that all of my questions regarding the Program have been answered to my satisfaction. I further acknowledge and agree that I am solely responsible for the health, safety, and welfare of my child/ward while he/she is participating in the Program. I acknowledge and agree that GALINA PARFENOV TRAINING has no obligation to provide medical assistance or care to my child/ward or to any other participant in the Program. In the event that medical care is provided to my child/ward, I hereby consent to such care and I hereby waive all claims and release Galina Parfenov Training from any and all liability associated with such care. I attest that I have adequate insurance to cover any death, injury or damage to my child/ward and/or his/her property and to any other person or property that he/she may suffer or cause while participating in the Program and I agree to bear all costs of such

death, injury or damage personally in the event that his/her insurance does not fully cover the damages and costs. I acknowledge that GALINA PARFENOV TRAINING recommends the use of a UIAA approved climbing helmet to help mitigate head injuries while my child/ward is participating in the Program. If my child/ward does not wear a helmet at any time during his/her participation in the Program, which I acknowledge is against the advice of Galina Parfenov Training, or if my child/ward uses the helmet improperly, I hereby waive all claims and release GALINA PARFENOV TRAINING from any and all liability associated with his/her refusal or failure to wear a helmet or improper use of the helmet. I understand that the participation of my child/ward in the Program may be photographed, videotaped, written about, and promoted by GALINA PARFENOV TRAINING, and as partial consideration for his/her participation in the Program, I hereby give permission to GALINA PARFENOV TRAINING to use the likeness of my child/ward in any medium for any purpose whatsoever, at any time, including but not limited to commercial advertising.

_____ 3. I UNDERSTAND THAT THERE ARE DANGERS AND RISKS (BOTH APPARENT AND UNANTICIPATED) INHERENT IN THE PARTICIPATION OF MY CHILD/WARD IN THE PROGRAM, INCLUDING THE RISK OF SERIOUS INJURIES TO HIS/HER PERSON AND/OR PROPERTY, PARALYSIS, AND/OR DEATH. I understand that the hazards and risks of the participation of my child/ward in the Program include, but are not limited to the following injuries and/or death arising from: falling while climbing and/or striking the ground, objects or individuals; being struck by falling individuals or objects; failure of any part or all of the structure of the climbing walls (including loose holds) and/or the flooring system or landing; the failure and/or defect of any Equipment ("Equipment" includes ropes, harnesses, apparatus, slings, climbing hardware, holds, anchors, carabiners, belay devices, flooring, pads, shoes, weights, exercise devices, and any other gear and/or equipment used in connection with the Program); failure of any hardware used in the climbing walls or used to attach the climbing holds, anchors or ropes to the climbing walls; head injuries; injured, sprained or broken bones; cuts; abrasions; injuries and/or death related to medical care, including without limitation, delayed response or care, inadequate or incompetent care, and/or related issues; tendonitis, bursitis or other connective tissue or overuse injuries; respiratory illness or injury; injury due to the negligence of my child/ward, employees or agents of GALINA PARFENOV TRAINING, and/or any other individuals; and damaged, lost, or stolen property. I understand that the aforementioned hazards and risks are not a complete list and are described by way of example only. I understand that there are numerous other known, unknown, unanticipated, and/or unforeseeable hazards and risks inherent in the participation of my child/ward in the Program to which he/she may be exposed that may also result in serious injury or death to my child/ward or others. I understand that the participation of my child/ward in the Program and any instruction or knowledge that he/she receives from GALINA PARFENOV TRAINING is NOT SUFFICIENT to prepare him/her for the dangers and risks of indoor or outdoor climbing and/or the Program. I understand that GALINA PARFENOV TRAINING strongly recommends that my child/ward has adequate medical and life insurance and I agree that I am solely responsible for all costs and expenses arising out of or related to any injury (including paralysis or death) he/she suffers while participating in the Program.

_____ 4. IN ADDITION TO ANY FEES THAT I HAVE PAID OR WILL PAY TO GALINA PARFENOV TRAINING, AS LAWFUL CONSIDERATION FOR MY PARTICIPATION IN THE PROGRAM, I AGREE AS FOLLOWS:

_____ a. I, on behalf of myself, the family, heirs, estate, successors, and assigns of my child/ward and/or anyone else claiming any interest through my child/ward, hereby KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE AND RELEASE GALINA PARFENOV TRAINING and all their employees, guides, volunteers, officers, managers, directors, shareholders, members, partners, consultants, assigns, and agents (collectively referred to as the "Released Parties") FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES, LIABILITY, AND LOSS (INCLUDING ATTORNEY FEES AND COSTS), whether known or unknown, anticipated or unanticipated, that I, the family, heirs, estate, successors, and assigns of my child/ward and/or anyone claiming any interest through my child/ward, MAY HAVE FOR ANY DAMAGE, INJURY, PARALYSIS, EMOTIONAL DISTRESS, LOSS OR DEATH TO MY CHILD/WARD OR ANY OTHER PERSON OR PROPERTY, ARISING OUT OF OR RELATED TO HIS/HER PARTICIPATION IN THE PROGRAM, whether such damage, injury, paralysis, low or death results from NEGLIGENCE of any of the Released

Parties or from some other cause.

_____ b. I HEREBY PERSONALLY ASSUME ALL RISKS OF THE PARTICIPATION OF MY CHILD/WARD IN THE PROGRAM. I AGREE TO BE SOLELY RESPONSIBLE FOR THE WELFARE OF MY CHILD/WARD AND ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL PROPERTY DAMAGE, HARM, INJURY, PARALYSIS, EMOTIONAL DISTRESS, DEATH, OR OTHER DAMAGES TO MY CHILD/WARD OR OTHERS ARISING OUT OF OR RELATED TO HIS/HER PARTICIPATION IN THE PROGRAM. I ACCEPT THE PROGRAM AND ALL LOCATIONS, FACILITIES, INSTRUCTION, SERVICES, AND ADVICE "AS IS." I UNDERSTAND AND AGREE THAT GALINA PARFENOV TRAINING MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AS TO THE DESIGN, CONDITION OR QUALITY OF THE PROGRAM TO MY CHILD/WARD OR TO ANY OTHER PERSON.

_____ c. I, on behalf of myself, the family, heirs, estate, successors, and assigns of my child/ward and/or anyone else claiming any interest through my child/ward, hereby KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY INDEMNIFY AND AGREE TO HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES, LIABILITY, AND LOSS (INCLUDING ATTORNEY FEES AND COSTS), whether known or unknown, anticipated or unanticipated, that I, the family, estate, heirs, successors, assigns of my child/ward and/or anyone claiming any interest through my child/ward, MAY HAVE FOR ANY DAMAGE, INJURY, PARALYSIS, EMOTIONAL DISTRESS, LOSS OR DEATH TO MY CHILD/WARD OR ANY OTHER PERSON OR PROPERTY ARISING OUT OF OR RELATED TO HIS/HER PARTICIPATION IN THE PROGRAM, whether such damage, injury, paralysis, loss or death results from NEGLIGENCE of any of the Released Parties or from some other cause.

_____ d. I understand and explicitly agree that NEITHER I, THE FAMILY, HEIRS, ESTATE, SUCCESSORS, AND ASSIGNS OF MY CHILD/WARD AND/OR ANYONE CLAIMING ANY INTEREST THROUGH MY CHILD/WARD, WILL BRING ANY LEGAL ACTION WHATSOEVER AGAINST ANY OF THE RELEASED PARTIES as a result of any damage, injury, paralysis, loss or death to my child/ward or his/her property that arose out of or is related to his/her participation in the Program. I, on behalf of myself, and the family, heirs, estate, successors, and assigns of my child/ward and/or anyone else claiming any interest through my child/ward, HEREBY HOLD HARMLESS AND INDEMNIFY ALL OF THE RELEASED PARTIES FOR ALL DAMAGES THEY SUFFER (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS), ARISING OUT OF OR RELATED TO ANY BREACH OF THIS SECTION 4(d) BY MY CHILD/WARD AND/OR ANYONE CLAIMING TO HAVE BEEN INJURED AS A RESULT OF (i) THE DEATH OF MY CHILD/WARD, (ii) ANY INJURY TO MY CHILD/WARD AND/OR HIS/HER PROPERTY, AND/OR (iii) THROUGH THE ACTIONS OF MY CHILD/WARD.

_____ 5. By signing this Release IT IS MY INTENT TO RELEASE, WAIVE, HOLD HARMLESS, AND INDEMNIFY ALL OF THE RELEASED PARTIES FROM ANY AND ALL LIABILITY CONNECTED WITH THE PARTICIPATION OF MY CHILD/WARD IN THE PROGRAM (including, but not limited to, the negligence of the Released Parties, whether passive or active), and to personally assume all risk of injury or death. I understand and agree that the terms of this Release are legally binding and not a mere recital. I understand that the cost of the Program has been reduced as a result of my entering this Release and I understand that my child/ward would not be permitted to participate in the Program without me entering this Release. I have signed this Release voluntarily and of my own free will. This Release contains the entire agreement between myself and GALINA PARFENOV TRAINING regarding the subject matter of this Release, and no verbal representations or statements have been made to me that change, alter or modify any part of this Release.

_____ 6. This Release shall be governed by and interpreted and enforced under the laws of Connecticut, without regard to its conflict of laws provisions. If any lawsuit or claim is brought that arises out of or relates to the participation of my child/ward in the Program, I agree that the exclusive

jurisdiction and venue for such suit shall be in the appropriate state or federal court located in Connecticut, and hereby irrevocably waive any other jurisdiction or venue to which I and/or the family, heirs, estate, successors, and assigns of my child/ward and/or anyone else claiming any interest through my child/ward (collectively referred to as the "Estate" of my child/ward) might otherwise be entitled. I hereby voluntarily and irrevocably waive any right I and/or the Estate of my child/ward may have to a trial by jury in any action, proceeding or litigation involving any Released Party. If any provision of this Release is held to be invalid or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision shall be amended to conform to the requirements of the law so as to be valid and enforceable, provided that such provision shall be curtailed, limited, or eliminated only to the minimum extent necessary to remove the invalidity, illegality or unenforceability, and the rest of this Release shall remain in full force and effect. This Release shall remain in full force and effect for so long as I live or until I sign a new Release. This Release supersedes all prior releases that I have signed relating to the participation in the Program (if any) of my child/ward. I understand and agree that all of the provisions of this Release shall survive the termination of this Release upon my death. This Release may be executed in one or more counterparts each of which shall be deemed an original, and all of which together constitute one and the same Release.

I ACKNOWLEDGE AND AGREE THAT BY SIGNING THIS RELEASE THAT I AM: (1) IRREVOCABLY RELEASING AND INDEMNIFYING THE RELEASED PARTIES FROM ANY AND ALL LIABILITY TO MY CHILD/WARD AND/OR HIS/HER ESTATE FOR ANY LOSS, DAMAGE, INJURY OR DEATH, AS SET FORTH IN THIS RELEASE, ARISING OUT OF OR RELATED TO HIS/HER PARTICIPATION IN THE PROGRAM; AND (2) IRREVOCABLY WAIVING MY AND THE Estate's OF MY CHILD/WARD RIGHT TO MAINTAIN A LAWSUIT AGAINST ANY OF THE RELEASED PARTIES. I CERTIFY THAT I AM THE LEGAL GUARDIAN OF THE MINOR AND THAT I AM OVER THE AGE OF 18 AND AM LEGALLY COMPETENT TO SIGN AND BE BOUND BY THIS RELEASE. I HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND THAT THE TERMS OF THIS RELEASE ARE LEGALLY BINDING UPON ME AND THE ESTATE OF MY CHILD/WARD.

I AM SIGNING THIS RELEASE ON BEHALF OF MY CHILD/WARD and HIS/HER Estate, OF MY OWN FREE WILL, AFTER HAVING CAREFULLY READ THE RELEASE AND HAVING HAD ALL OF MY QUESTIONS ANSWERED.

Signature: _____ **Date:** _____

Print Name of Child: _____

DOB of Child: _____

Street Address: _____

City, State, Zip: _____

Country: _____

Phone: _____

Email: _____