

LIABILITY RELEASE AND INDEMNIFICATION

Prior to participation, this form must be signed by at least one of the participant's parents or legal guardians if the participant is not yet 18 years old. Participant's signatures are required if 18 years of age or older and are helpful when age-appropriate.

Name of the participant: _____ (participant's) DOB: _____

Address: _____ City: _____ Zip: _____

Home Phone: _____ Alternate Phone: _____

Email Address: _____

Parent/Guardian Name (print): _____

Other Parent/Guardian Name (print): _____

In consideration of Elite Gymnastics Academy, LLP allowing the gymnast to participate in sports activity, class, competition, team, including non-gymnastics activities such as special events, birthday parties, field trips, open gym, open house and playground activities (hereinafter referred to as the "Activity"), I, and if I am not yet 18 years old my parents or legal guardians, agree to be bound as follows (the term "I" in this release refers to both the gymnast and his or her parents or legal guardians):

- (1) **Acknowledgement and Assumption of Risks.** I understand that the Activity involves risks of serious body injury, including permanent disability, paralysis, and death, which may be caused by the gymnast's actions or inactions, those of others participating in the Activity, the conditions in which the Activity takes place, the negligence of the "Released Parties" named below, or other causes. I further understand that there may be other risks either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, cost, and damages that may result from the Activity and to transportation to and from the Activity.
- (2) **Representation of Ability to Participate.** I understand the nature of the Activity, and I represent that the gymnast is qualified, in good health and in proper physical condition to participate in the Activity. Should I ever believe that any of the above representations have become untrue, or if I should ever believe that the Activity is not safe or is no longer safe for the gymnast, then it will be my responsibility immediately to discontinue the gymnast's participation in the Activity.
- (3) **Release.** I hereby release, acquit, covenant not to sue, and forever discharge Elite Gymnastics Academy, LLP, its owners, officers, administrators, employees, agents, volunteers, sponsors, advertisers, coaches and supervisors, and the owners or lessors of any facilities within which the Activity is conducted, their respective agents and employees, and all other persons providing facilities or assisting on the conduct of the Activity and in the transportation of participants to and from the Activity (collectively the "Released Parties") of and from any and all actions, caused of action, claims, demands, liability, losses or damages of whatever name or nature, including but not limited to those arising from or in any way related to the negligence of any of the Released Parties, that arise out of or are connected in any way to the gymnast's participation in the Activity and the transportation of the above named gymnast to and from the Activity (collectively the "Released Claims").
- (4) **Indemnification.** I will defend, indemnify and hold harmless the Released Parties from (that is, to reimburse and be responsible for) any loss or damage, including but not limited to cost and reasonable attorney's fees (including the cost of any claim I might make or that might be made on my behalf or the gymnast's behalf that is released in this document), arising out of or connected in any way with any of the Released Claims.
- (5) **Media Consent and Release.** Elite Gymnastics Academy, LLP occasionally gathers media content about its Activities for news or promotional publications such as newspapers, newsletters, website, program brochures, online and print ads. I understand that the Activity and its participants may be photographed or videotaped by personnel authorized by Elite Gymnastics Academy and those materials may be used for promotional purpose. I hereby grant permission to Elite Gymnastics Academy, LLP to use my child's photograph or likeness in any publicity or promotional publications. I also grant Elite Gymnastics Academy, LLP the right to edit, use, and reuse said media materials including use in print, on the Internet, and all other forms of media. I also hereby release the Elite Gymnastics Academy, LLP and its agents and employees from all claims, demands, and liabilities whatsoever in connection with the above.

I have read the Policies and Procedures for parents, spectators and participants in the Activity and/or the Team Handbook, and agree to abide by all rules and conditions set forth therein and to accept the judgment of the program officials in this regard

I HAVE READ AND UNDESTOOD THIS ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, REPRESENTATION OF ABILITY TO PARTICIPATE, RELEASE, INDEMNIFICATION, AND CUSTODIAL PARENTS. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM GIVING UP SUBSTANTIAL RIGHTS. I AM EXECUTING THIS DOCUMENT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Gymnast: _____ Date: _____

Signature of Parent /Guardian: _____ Date: _____

Signature of Other Parent /Guardian: _____ Date: _____