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**ACCIDENT WAIVER AND RELEASE**

Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Birthdate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Birthdate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent(s)/Guardian/Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact (if different from above): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Allergies, medical conditions or injuries of the Participant(s) and Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In consideration of Genesis Gymnastics Academy, LLC (“Genesis”) allowing Participant(s) to participate in gymnastics programs, training, events, parties, travel, or competitions (the “Activity”) conducted by, supervised by, or taking place at Genesis, the Participant(s) (and/or Participant(s)’s parent, legal guardian, or any authorized representative thereof (the “Signor”)), hereby agree to all terms and conditions set forth in this **Accident Waiver and Release:**

1. **ACKNOWLEDGEMENT OF RISK**

I am aware and understand that the Activity is potentially dangerous and involves the risk of serious injury, disability, and/or death to the Participant(s). I acknowledge that risks, whether known or unknown at this time, may result from or be compounded by the actions, omissions, or negligence of Genesis’ employees or agents. I understand that Genesis cannot guarantee that I will not be injured while participating in the Activity. I affirm that Participant is in suitable mental and physical condition to safely follow directions from Genesis and participate in the Activity. I will notify Genesis with reasonable prudence, should Participant’s mental or physical condition become unsuitable for the Activity. **I ACKNOWLEDGE THAT THE PARTICIPANT(S) ARE VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE RISKS AND DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL INJURY, PSYCHOLOGICAL INJURY, PAIN, SUFFERING, DISABILITY, DEATH, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF GENESIS OR OTHERWISE.**

1. **REPRESENTATIONS BY THE PARTICIANT(S) AND/OR SIGNOR**

I, the Participant(s) and/or Signor (if the Participant(s) are incompetent or a minor), affirm, agree, and covenant the following:

a. That the Participant(s) do not have any physical, mental, or other condition which affects the Participant(s) ability to participate safely in the Activity or follow safety rules or directions of Genesis.

b. That the Participant(s) will follow all instructions, directions, and recommendations of Genesis. That if Participant(s ) are a minor or incompetent, then Signor will supervise Participant(s) at all times when Participant(s) are on-site with Genesis.

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c. That Participant(s) may receive medical treatment if Participant(s) are injured or require medical attention during participation in the Activity. I understand and agree that Genesis is not responsible for any costs related to such medical treatment and any related medical transportation as a result of any physical injury suffered in connection with the Activity.

**III. RELEASE**

I hereby expressly waive and release any and all claims of Participant(s) and myself, now known or hereafter known, against Genesis and its owners, members, employees, agents, contractors, successors, and assigns (collectively the “Releasee”), on account of personal or psychological injury, illness, pain, suffering, disability, death, or financial loss arising out of or attributed to Participant(s) participation in the Activity, whether arising out of the negligence of Genesis or any Releasee. I agree not to make or bring any claims against Genesis or any Releasee. I understand that this waiver and release does not extend to claims or liabilities that are not permitted to be waived under Arkansas law.

**I AGREE THAT PARTICIPANT(S), OR ANY PERSON ON PARTICIPANT’S BEHALF, WILL NOT SUE GENESIS GYMNASTICS ACADEMY, LLC OR ANY RELEASSE, OR OTHERWISE MAKE ANY CLAIM ON ACCOUNT OF ANY INJURY, DISABILITY, LOSS OF LIFE, OR DAMAGE, AND I INTEND THIS RELEASE OF LIABILITY TO BE EFFECTIVE EVEN IF THE INJURY, DISABILITY, LOSS OF LIFE, OR DAMAGE RESULTS FROM GENESIS GYNASTICS, LLC’S NEGLIGENCE.**

**IV. INDEMNIFICATION**

I agree that I will defend, indemnify, and hold harmless Genesis and all other 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, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by or awarded against Genesis or any other Releasees, arising out of or resulting from any claim of a third party related to Participant(s) participation in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

**V. MONTHY TUTITION BILLING & CANCELLATION**

\_\_\_\_\_\_\_\_\_ (initial) I understand that thirty (30) days written notice is required to terminate Participant’s monthly membership at Genesis. I understand that I am responsible for paying for Participant’s monthly tuition should I fail to provide thirty (30) days written notice of termination. The terms and releases contained within this Accident Waiver and Release shall survive termination of Participant’s monthly membership at Genesis.

**VI. OTHER**

If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or provision of any Article is invalid, illegal, or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement and strike the invalid, illegal, or unenforceable terms or provision so as to effect the original intent of the Parties as closely as possible. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the laws of the State of Arkansas.

**BY PARTICIPATING IN THE ACTIVITY, I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS LISTED ABOVE. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE GENESIS GYMNASTICS ACADEMY, LLC, AN ARKANSAS LIMITED LIABILITY COMPANY.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Participant Date or Signor (if the Participant is incompetent or a minor)