

Elite Tumble & Cheer™ LLC

231 S. Main Street Kennett, MO – Phone 573-344-2562

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

In consideration of membership in the Elite Tumble & Cheer™ LLC facility, and being allowed to participate in Elite Tumble & Cheer™ events, practices, and/or athletic activities including gymnastics, cheerleading, tumbling, trampoline classes, open gym, open workouts, private lessons, parents night out, lock-ins, birthday parties and trial classes the parent(s) and/or legal guardian(s) of the minor participant named below agree:

Assumption of Risk

1. I and the participant(s) understand the nature of this gym’s activities and sponsored events and certify that the participant(s) is qualified, in good health, and in proper physical condition to participate in such activity.
2. I acknowledge that if I or the participant(s) believe event conditions are unsafe, he/she will immediately discontinue participation in the activity.
3. I and participant(s) fully understand that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, inactions, those actions of others participating in the event, the conditions in which the event takes place, or the negligence of the “releases” named below; and there may be other risks either not known to me and or participants or not readily foreseeable at this time.
4. I and the participant(s) fully accept and assume all such risks and responsibilities for losses, costs, and damages I and or participant(s) incur as a result of my participating in the activity.

Release and Waiver of Liability

1. I and participant(s) hereby release, discharge, and covenant not to sue Elite Tumble & Cheer™ LLC, its respective administrators, directors, agents, officers, volunteers, employees, any sponsors, advertisers, owners and lessors of the premises on which the Activity takes place, (each considered one of the “releases” herein) from liability of claims, demands, losses or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the “Releases” or otherwise, including negligent rescue operation.

Indemnity Agreement

1. I and participant(s) future agree that if, despite this release, waiver of liability and assumption of risk I, participant(s), or anyone on my behalf, makes a claim against any of the Releases, I and participant(s) will indemnify, save, and hold harmless each of the Releases from any loss, liability, damage or cost, which any may incur as the result of such claim.

I and participant(s) have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, and understand that I and participant(s) have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

I and participant(s) understand and acknowledge that Elite Tumble & Cheer™ LLC does not carry or maintain health, medical or disability insurance coverage for the participant and therefore the participant agrees to assume responsibility for such insurance coverage. I authorize Elite Tumble & Cheer™ LLC to administer first aid and contact emergency medical services if needed. Any expenses incurred for contacting EMS will be my responsibility.

And I, as the minor’s parent and/or legal guardian, understand the nature of the above referenced activities and the Minor’s experience and capabilities and believe the minor to be qualified to participate in such activity.

Printed name of participant

Printed name of Parent/or Legal Guardian

Date

Signature of Parent/or Legal Guardian