



## Assumption of Risk and Release of Liability Waiver

In consideration for being permitted to participate in Gymnastics or Cheer with High Flyers (the "Activity"), I, for myself and my heirs, executors, administrators, assigns, and personal representatives, knowingly and voluntarily enter into this waiver and release of liability. I understand and acknowledge that participation in the Activity, including travel to, from, and during the Activity, involves inherent risks that may result in physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, and/or the condition of the Activity location(s). I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I assume all related risks of participation, whether known or unknown, including travel risks, and I waive any and all rights, claims, or causes of action arising out of my participation. I release and forever discharge High Flyers Gymnastics, LLC, located at 112 White Street, Hartley, Texas 79044, and its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, from any and all claims for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, and economic or emotional loss, arising from my participation in the Activity.

I agree to indemnify and hold harmless High Flyers Gymnastics, LLC from any and all claims, suits, or actions brought by me or on my behalf, including attorney's fees and related costs, and to reimburse High Flyers Gymnastics, LLC for any such expenses it incurs. I acknowledge that High Flyers Gymnastics, LLC and its directors, officers, volunteers, representatives, and agents are not responsible for the errors, omissions, acts, or failures to act of any party or entity conducting an event or activity on behalf of High Flyers Gymnastics, LLC. **I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND LOSS.** Risks may include, without limitation, those caused by terrain, facilities, temperature, weather, lack of hydration, participant condition, equipment, vehicular traffic, and the actions of others (including participants, volunteers, spectators, coaches, event officials, event monitors, and/or event producers). I understand High Flyers Gymnastics, LLC is not responsible for the spread of infectious disease or viruses; High Flyers Gymnastics, LLC maintains high-quality sanitation standards and takes reasonable precautions. The parent/guardian is solely responsible for ensuring the athlete does not expose others at High Flyers Gymnastics, LLC to any virus or disease, whether through participation or a third party, including but not limited to MRSA, Covid-19, and Influenza. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND UNDERSTAND IT IS A RELEASE OF LIABILITY. I expressly agree to release and discharge High Flyers Gymnastics, LLC and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns from any and all claims or causes of action, and I voluntarily waive any right to bring legal action against High Flyers Gymnastics, LLC for personal injury or property damage. To the extent not prohibited by statute or case law, this release includes negligence by High Flyers Gymnastics, LLC, its agents, and employees.

In the event my child requires medical care or treatment, I agree to be financially responsible for all related costs and understand I should carry my own health insurance. I further agree to be liable for any damage to equipment or facilities caused by my or my family's willful actions, neglect, or recklessness, including all associated costs.

Participant's Full Name: \_\_\_\_\_ Age: \_\_\_\_\_

Printed Name of Parent or Guardian: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_