

Vision Gymnastics

Waiver

Document Version: 2014-06-02T11:59:00-05:00

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of participation in Vision Gymnastics, LLC, I represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity.

I 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, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releases" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the activity.

I hereby release, discharge, and covenant not to sue Vision Gymnastics, LLC, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which and activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I 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.

PARENTAL CONSENT

AND I, 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. I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

MEDICAL RELEASE

I, the parent of the above child(ren), in consideration of her/his participation all activities at Vision Gymnastics, acknowledge that I understand the risks inherent in participation in such activities. I have discussed these risks with my child(ren) and, understanding that these risks cannot altogether be eliminated, I, voluntarily release Vision Gymnastics, and it's officers and employees, from all claims or actions arising out of participation in gym activities, however caused. I have been encouraged to inspect the facility and equipment and to bring all concerns to the attention of Vision Gymnastics staff immediately.

I fully understand that Vision Gymnastics staff members are not physicians. Nevertheless, I authorize Vision Gymnastics staff to render first aid to my child(ren) in the event of any injury or illness. If deemed necessary by Vision staff, after attempting to contact me, I authorize Vision Gymnastics staff to call my child's doctor and to seek medical help, including transportation by Vision Gymnastics staff, if necessary, to a health care facility or hospital. I confirm that I have and will continue to maintain insurance as I consider adequate for my child(ren), and I undertake to cover all charges incurred.

VOLUNTARY CONSENT PHOTO RELEASE

I understand that Vision Gymnastics, from time to time, produces promotional materials about its gymnastics, facilities, program and competitions where Vision is represented. I, on my own and on my child's behalf, hereby give permission for my child to be photographed, videotaped and/or audiotaped for use in print or broadcast media, including brochures, websites, and/or otherwise as deemed appropriate for promotional and information purposes, and authorize Vision Gymnastics and/or its agents, successors, licensees and assigns, the right to photograph and/or videotape my child and utilize my child's face, likeness, voice and appearance, without limitation or reservation, or for any form of compensation. Vision Gymnastics and its agents will not sell its photos for any purpose. I further understand that Vision Gymnastics is under no obligation to exercise such rights, licenses or privileges. Vision Gymnastics is not responsible for the action of others.

(This Policy Subject To Change Without Notice)

Parent's Name (printed): _____ Student's Name: _____

Parent's Email: _____ Parent's Contact Number: _____

Signature: _____ Date: _____