

Twisters Gymnastics 2800 Bowers Avenue, Santa Clara, CA 9051 TwistersSportsCenter.com | (650) 933-8698

By signing below, I agree with the terms of your liability waiver. As parent or guardian of the below named child, I do hereby consent to his/her participation in this program. I/We voluntarily release, forever discharge and agree to indemnify and hold harmless Twisters Gymnastics, Inc. and it's employees, from any and all claims or causes of action which are in any way connected with the named child's participation. This includes any such claims which allege negligent acts or omissions which in Twisters Gymnastics, Inc. care. Further, I recognize that potential serious injuries can occur through participation in activities involving speed, height or motion.

| Childs' Full Name | Parent(s) Name(s) | Address | Parent(s) Signature |
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In consideration of the Below Named Participants (called the "BNP") participating in any Twisters Gymnastics, Inc. Activity/Event, I and the "BNP" understands the nature of this Activity/Event and that the "BNP" is/are qualified, in good health, and in proper physical condition to participate in such Activity/Event. I and the "BNP" acknowledge that if I or the "BNP" believe Activity/Event conditions are unsafe, "BNP" will immediately discontinue participation in the Activity/Event. I and the "BNP" fully understand that this Activity/Event involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my or the "BNP" actions, or inactions, those of others participating in the Activity/Event, the conditions in which the event takes place, or the negligence of Twisters Gymnastics, Inc., it's respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of the premises (each considered one of the "RELEASEES" herein); and that there may be other risks either not known to myself or the "BNP" or not readily foreseeable at this time. I and "BNP" fully accept and assume all such risks and responsibility for losses, cost and damages, that I or the "BNP" incur as a result of the "BNP" participation in any Activity/Event.

I and "BNP" hereby release, discharge and covenant not to sue and agree to indemnify and save and hold harmless the "Releasees" from all liability, claims, demands, losses, or damages, on my or the "BNP" account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations. I and the "BNP" further agree that if, despite this "Agreement", I, the "BNP" or anyone on my or the "BNP"'s behalf, makes a claim against any of the "Releasees", I will indemnify, save, and hold harmless each of the "Releasees" from any litigation expenses, lawyer fees, loss, liability, claims, damage or cost, which "Releasees" may incur as a result of such claim.

I and the "BNP" have read the "Agreement", understand that I and the "BNP" have given up substantial rights by signing it and have signed 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. AND I, the minors parent and/ or legal guardian, understand the nature of the above referenced activities and the Minors 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 minors 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 minors 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.

Printed Name of Minor Participant 1 Printed Name of Adult Participant Printed Name of Minor Participant 2 Signature of Adult Participant Signature of Parent/Legal Guardian of Above Named Participant(s) Date

OFFICE USE ONLY

Important: The parent and/or legal guardian signing the release waiver <u>must sign in person OR attach a copy of their drivers license to this form.</u> A copy of the drivers license required to verify that the signatures on both the release waiver and the drivers license match.

| Printed name of staff person verifying Parent/Legal Guardian signature: | | |
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