

Flipz Tumbling Waiver & Release of Liability Agreement
Flipz Tumbling • Milbank, SD 57252 • Tel: 605-949-0757 or 949-1339
Email: flipz.tumbling@yahoo.com

DISCLAIMER: Flipz Tumbling is not responsible for any injury (or loss of property) to any person while practicing, training, taking class, competing, participating in open gym, special events, demonstrations or shows, or in any way involved in gymnastics, or teams (the "activity") at Flipz Tumbling for any reason, whatsoever, including ordinary negligence on the part of Flipz Tumbling, it's members, managers, agents or employees.

CONSENT: I consent to my/minor's participation in the activity and acknowledge that I fully understand my/minor's participation may involve risk of serious injury, illness, or death, including losses, which may result not only from my/minor's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the activity is being conducted, and/or the rules of play of this type of activity. I understand that if I have any risk concerns, I shall discuss them completely with the staff before I sign this agreement and before my/minor's participation in the activity begins.

Knowing and understanding the risks involved with participation in the activity, I hereby voluntarily and willingly assume full and complete responsibility for all losses and damages, including injury, illness, and death, resulting from my/minor's participation in the activity, including transportation to and from the activity. I agree I am financially responsible for any losses and damages resulting from my/minor's participation in the activity.

WAIVER: In consideration for my/minor's participation in the activity, I hereby waive all claims or causes of action, including ordinary negligence, against Flipz Tumbling, it's managers and members, and any of their employees, teachers, coaches, or agents, arising out of my/minor's participation in the activity wherever, whenever, or however the same may occur.

I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the State of South Dakota and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the State of South Dakota. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies, which may be available to me/minor for the ordinary negligence of Flipz Tumbling, or any person listed above.

PHOTO & VIDEO RELEASE: I grant consent for my/minor's picture to be taken or to be filmed while participating in activities at Flipz Tumbling. I authorize Flipz Tumbling to use and publish images, photographs, pictures, portraits, and audio, video and/or film footage of me/minor in all forms of media and in all manner for publication including, but not limited to, advertising and marketing campaigns, press releases, periodicals, website and Facebook/media use. I hereby waive any right I may have to review, inspect, edit or approve such publication and I release Flipz Tumbling from any claims I may have against it for use of such images, photographs, pictures, portraits, audio, video and/or film footage of me.

I affirm that I am of legal age and am freely signing this agreement.

Infectious Diseases Consent:

I further acknowledge, understand, appreciate and agree that my participation may result in possible exposure to and illness from infectious diseases, including, but not limited to, MRSA, Influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation and exposure. I hereby release, discharge, and covenant not to sue your business, it's administrators, directors, agents, officers, volunteers, employees, contractors, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, 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 further 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, defend, and hold harmless each of the RELEASEES from any loss, liability, damage, or cost, which any may incur as the result of such a claim.

Parent/Guardian Signature (or Participant if over 18): _____ Date: _____

Participant Name (first and last): _____ Participant DOB: _____

Class Name: _____ Male/Female

Parent/Guardian Name (first and last): _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____ Phone: _____

****You must sign a Waiver & Release of Liability Agreement for each participant prior to participation****