

# ACE DAYTONA GYMNASTICS

4431 Eastport Pkwy, Port Orange, FL 32127 (386)-760-1445

<https://acegymnasticsdaytona.com>

## RELEASE AND WAIVER LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

In consideration of participating in TUMBLING SALTO GYMNASTICS DBA Ace Daytona Gymnastics, 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 "RELEASEES" 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 TUMBLING SALTO GYMNASTICS DBA Ace Daytona Gymnastics, it's respective administrators, directors, agents, officers, volunteers and employees, 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, 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 may incur as the result of such claim. I have read the RELEASE AND WAIVER 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 or 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.

Printed Name of Participant

DOB

### 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 "RELEASEES" may incur as the result of any such claim.

I give permission to Ace Daytona Gymnastics to use, without limitation or obligation, photographs, film footage, or tape recording which may include my child's image or voice for purpose of promoting or interpreting Ace Daytona Gymnastics programs.

Printed Name of Parent/Legal Guardian

Date

Phone

Signature of Parent/Legal Guardian

Email

### PHOTO WAIVER

I give my permission to the Ace Daytona Gymnastics to use, without limitation or obligation, photographs, film footage, or tape recordings which may include my child's image or voice for the purposes of promoting or interpreting Ace Daytona Gymnastics programs.

Parent/ Guardian Signature: \_\_\_\_\_

Participant Acknowledgment: \_\_\_\_\_  
(If age 12+)

### CREDIT CARD ON FILE FOR REGISTRATION

Cardholder Name: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ CVV: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Billing Zip Code: \_\_\_\_\_

Cardholder Acknowledgment: \_\_\_\_\_