

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (“Agreement”)

please print clearly in this top portion

Name of Child Participant (if under 18): _____

Child’s Birthdate: _____ Adult Participant: _____

Address: _____ City/ State/Zip: _____

Telephone: _____ Email address (print clearly): _____

I give A2 Gym & Cheer, LLC permission to use me and/or my child in any advertisements, websites, social media outlets, newspapers, or other promotions of A2 Gym & Cheer, LLC. Initial _____

Should an accident occur, A2 Gym & Cheer, LLC has my permission to seek medical attention for my child. Initial _____

In consideration of participating in the programs and activities offered by A2 Gym & Cheer, 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 “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 damage I incur as a result of my participation in the activity.

I hereby release, discharge, and covenant not to sue A2 Gym & Cheer, LLC, its respective administrators, directors, agents, officers, members, volunteers and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activities take 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 a 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 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.

Printed Name of Adult Participant:* _____

Signature of Adult Participant:* _____

Date: _____

*Adult Participant applies to any adult who enters the facility at any time.

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, waiver of liability, and assumption of risk, 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 a result of such claim.

Printed Name of Parent or Legal Guardian: _____

Signature of Parent or Legal Guardian: _____

Date: _____

*Parental Consent applies to parent or guardian who is completing this form for the child participant who is under 18 years of age.