

# Carolina Power Tumbling 2019-2020

## Gym Waiver of Liability & Appearance Clause

\*\*\*This form MUST be filled out COMPLETELY in order to participate.\*\*\*

### STUDENT INFORMATION

First \_\_\_\_\_ Last \_\_\_\_\_ DOB \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Student Cell \_\_\_\_\_ Student Email \_\_\_\_\_  
School \_\_\_\_\_ Grade \_\_\_\_\_

### CONTACT INFORMATION

Mom Name \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_  
Dad Name \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_  
Emergency Contact (Other Than Parent) \_\_\_\_\_ Phone Number \_\_\_\_\_

### INSURANCE INFORMATION

Medical Insurance Carrier \_\_\_\_\_ Carrier's Phone \_\_\_\_\_  
Policy Number \_\_\_\_\_ Group Number \_\_\_\_\_  
Any Medical conditions/Allergies \_\_\_\_\_

### WAIVER OF LIABILITY

I give my approval for the above named student's participation in any and all activities of the program. I hereby forever waive, and forever release and discharge, Carolina Power Tumbling (hereafter referred to as "CPT"), their officers, directors, employees, and agents from all liability for any and all damages and injuries suffered by the participant in connection with said use of the aforementioned equipment, instructors, and facilities. As a student, or parent or guardian of a student, it is my option to consult a physician for assurance of proper health and have been encouraged to do so by CPT. I authorize the representatives of CPT to provide any emergency medical services that may be required due to an injury during any tumbling, cheer, or other activity at or for CPT. I understand and acknowledge that the activity my child is about to engage in poses known risks and unanticipated risks which could result in injury, paralysis, death, emotional distress, or damage to my child, to property, or to third parties. The following describes some, but not all, of those risks: Tumbling and cheerleading entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, tumbling and cheerleading students would not improve their skills, and the enjoyment of the sport would be diminished. Tumbling and cheerleading exposes its participants to the usual risk of cuts and bruises. Other, more serious, risks exist as well. In any event, if your child is injured, your child may require medical assistance, at your own expense. I certify that my child has health, accident, and liability insurance to cover any bodily injury or property damage that may be caused or suffered while participating in this event or activity, or else I agree to bear the costs of such injury or damage to my child. I further certify that I am willing to assume the risk of any medical or physical condition that my child may have or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. CPT is not responsible, whatsoever, for anything that happens before or after the student's designated class, camp, clinic, birthday party, fun gym, or sleep-over time. Should CPT, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs. In the event that I file a lawsuit against CPT, I agree to do so solely in the state of South Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against CPT on the basis of any claim from which I have released them herein.

### APPEARANCE CLAUSE

I understand that Carolina Power Tumbling produces promotional material about their programs. I understand that my son/daughter may be included in video tape or photography taken during classes and/or events, and I hereby grant CPT, its successors, assignees, licenses, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and/or video tape my son/daughter and further to utilize my son/daughter's name, face, likeness, voice, and appearance as part of the event/class/etc., and in advertising and promotion of the event/class/etc. without reservation or limitation. In granting this license, I understand that CPT is under no obligation to exercise any of its rights, licenses, and/or privileges herein granted.

**I have had sufficient opportunity to read and understand this entire document, and I agree to be bound by its terms.**

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