

KEY WEST SPORTS ACADEMY, LLC. WAVIER FORM

STUDENT'S NAME _____ PHONE _____
ADDRESS _____ CITY _____ ST _____
BIRTHDATE _____ AGE _____ SEX _____
EMAIL _____
MOTHERS NAME _____ FATHERS NAME _____
CELL _____ EMERGENCY # _____ BUSINESS _____
INSURANCE COMPANY _____ POLICY# _____

Are there any medical conditions to which we should be alerted? _____
If so please describe: _____
How did you learn about Key West Sports Academy? _____

Key West Sports Academy, LLC.

MINOR CONSENT AND ASSUMPTION OF RISK STATEMENT

In consideration of participation in the Key West Sports Academy, LLC., Program, herein after referred to as KWSA, and being allowed to participate in any class or team program, the parent(s) and/or legal guardian(s) or the minor participant below agreed:

- 1. The parent(s) and/or legal guardian(s) consent(s) to and will instruct the minor participating in any KWSA activity or event and regularly thereafter, that he or she should inspect the facilities and equipment used, and if he or she believes anything is unsafe, the participant should immediately advise the instructor of such condition and refuse to participate.
- 2. Participant shall be instructed to and shall carefully review and follow all KWSA Rules and the USA Gymnastics Safety Guidelines.
- 3. I/we fully understand and will instruct the minor participant that:
 - a. There are risks and dangers associated with participation in gymnastics events and activities including but not limited to those of bodily injury, partial and/or total disability, paralysis, and death.
 - b. The social and economic losses and/or damages, which could result from those risks and dangers described above, could be severe.
 - c. These risks and dangers may be caused by negligence of the participant or the negligence of others.
 - d. There may be other risks not known to us or are not reasonably foreseeable at this time.
- 4. I/we accept and assume such risks and responsibilities for the losses and/or damages following such injury, disability, paralysis or death, however caused or alleged to be caused in whole or in part by the negligence of KWSA, other participants, coaches, instructors, sponsors, advertisers, owners, and lessees of the premises used to conduct the event or activity and each of them, their officers, directors, agents and employees.
- 5. I/we agree that the Consent and Assumption of Risk Statement covers each and every event or activity sponsored by KWSA. I HAVE READ THE ABOVE AND SIGN THIS FORM VOLUNTARILY.

_____ PARENT OR GUARDIAN SIGNATURE _____ DATE _____

PERMISSION TO TREAT (optional)
I hereby give my permission to trained medical professionals to administer emergency medical treatment to my child should sickness or accident occur in my absence.

_____ Date _____
Parent or Legal Guardian's Signature

Please use the following waiver:

When you have any participant that is a **minor**.

**(Parent or Legal Guardian should sign the name of the minor.) Also have the parental consent portion signed by the Parent and /or Legal Guardian.

This waiver, when the parent gives parental consent for the minor, **does NOT cover the parent** if something should happen to the parent. **This waiver only covers the minor**. If the Parent decides to participate in the same activity as the minor please **Make sure the Parent also signs the other waiver in addition to this waiver**.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“AGREEMENT”)

In consideration of participating in the **gymnastics, cheerleading, dance classes, birthday party, or field trip** 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 “releases” 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 **Key West Sports Academy, LLC.**, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of 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 Releases from any loss, liability, damage, or cost, which any may incur as the 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 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.

Printed Name of Parent or Legal Guardian

Date: _____

Signature of Parent or Legal Guardian

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 Releases 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 Releases 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 Parent/or Legal Guardian

Signature of Parent/or Legal Guardian

Date: _____