

Ohio Gymnastics Institute, Inc.

PARENTAL CONSENT –TODDLING TURTLES CLASS (Parent/Child Program)

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement: In consideration of participating in the parent and child program at the Ohio Gymnastics Institute, I represent that I understand the nature of this activity and that I and my minor child are 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 including my child, 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, costs, and damages I and/or my child incur as a result of participation in the activities.

I hereby release, discharge and covenant not to sue the Ohio Gymnastics Institute, Inc., its 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 one considered as the releasees herein) from all liability, claims, demands, losses, or damages, on my and/or my child's 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 and/or my child's 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 the result of such claim.

I have read the foregoing 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(S)/GUARDIAN(S) of child and Participating Parent/Guardian in Parent/Child Program

Signature of PARENT(S)/GUARDIAN(S) of child and Participating Parent/Guardian in Parent/Child Program Date:

PLEASE READ THE FOLLOWING TWO POLICIES REGARDING: (1) USE OF LIKENESS, NAME, Etc., and (2) PAYMENT PROCESS AND METHODS. SIGN BELOW INDICATING YOU UNDERSTAND AND AGREE TO ABIDE BY THESE POLICIES.

(1) I understand that at times OGI and its affiliates may take photographs or other images of activities in the gym for media and public relations purposes. Accordingly I, as a parent of the minor student: (a) authorize OGI and its affiliates in perpetuity, without compensation or limitation, to reproduce, disseminate, and/or publish the minor's and my image, name, voice, photograph, and/or likeness for media coverage, public relations, or any other lawful purpose, which may involve the use of photographs, names, films, and/or videotape recording and/or any other form of media, whether currently in existence or not; and (b) understand that OGI and its affiliates retain title and unlimited rights to all such media. **Please initial one: _____ I approve _____ I disapprove**

(2) I understand that payments are due on the 1st of each month in advance for the upcoming month. After the 7th of each month a 10% late fee is applied to any outstanding balance incurred that month. After the 7th of each month, OGI mails invoices for past-due amounts owed. **THERE ARE NO REFUNDS.** Once my child enrolls as a student, a class space will be held for my child until I personally submit an OGI Change of Student Status Form to the OGI Office Staff regarding any changes in my child's schedule for gymnastics classes at OGI. I understand and agree that I will continue to be responsible for fees until I submit the Change of Student Status Form and receive written acknowledgment of receipt from the Office Staff. I choose the following payment method and agree to abide by the OGI payment policies for such method. (**please circle one**):

Traditional Payment Prepayment ACH PACC

Signature of PARENT/LEGAL GUARDIAN

Date: