



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

DISCLAIMER: ACTION GYMNASTICS & CHEER CENTRE, ITS OWNER(S) EMPLOYEES, TEACHERS, COACHES, VOLUNTEERS, OR AGENTS (HEREINAFTER REFERRED TO AS "ACTION GYMNASTICS") IS NOT RESPONSIBLE FOR ANY CONTRACTION OF ANY COMMUNICABLE DISEASE, OR INJURY (OR LOSS OF PROPERTY) TO ANY PERSON WHILE OBSERVING, PRACTICING, TRAINING, TAKING CLASS, COMPETING, PARTICIPATING IN OPEN GYM, CAMPS, PARENTS NIGHT OUT, SPECIAL EVENTS, DEMONSTRATIONS OR SHOWS, OR IN ANY OTHER WAY INVOLVED IN GYMNASTICS, CHEERLEADING, PRESCHOOL, OR TEAMS AT ACTION GYMNASTICS & CHEER CENTRE FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF ACTION GYMNASTICS & CHEER CENTRE, ITS OWNERS, OFFICERS, AGENTS, OR EMPLOYEES.

1. Participant Full Name: _____

Participant Date of Birth: _____

2. Participant Full Name: _____

Participant Date of Birth: _____

3. Participant Full Name: _____

Participant Date of Birth: _____

4. Participant Full Name: _____

Participant Date of Birth: _____

Street Address: _____ Apt: _____

City: _____ State: _____ Zip Code: _____

CONSENT: I am the parent or legal guardian of the herein listed minor and consent to my/the minor's participation in the activity and acknowledge that I fully understand my/the minor's participation may involve risk of serious injury, illness, or death, including losses that may result not only from my/the minor's own actions, inaction, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the activity is being conducted, and/or the rules of play of this type of activity. I/the minor is physically and mentally capable of participation in the activity, and I shall notify the staff immediately if I/the minor should be unable to continue participation. I understand that all parents/legal guardians must complete this waiver for the minor to participate.



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

Further, I am aware that gymnastics and cheerleading are vigorous sporting activities involving height and rotation in a unique environment and as such they pose a risk of injury. I understand that gymnastics, cheerleading, and related activities always involve certain risks, including but not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage and serious injury to virtually all bones, joints, muscles, and internal organs, and that the mats, pits, and other safety equipment and apparatus provided for my/the minor's protection, including the active participation of a coach or teacher who will spot or assist in the performance of certain skills may be inadequate to prevent serious injury. The risk of harm may be limited by all of the safety equipment and trained coaches, but never eliminated. I understand that participation in gymnastics and related activities involves activities incidental to active participation in gymnastics, including moving from event to event, conditioning, stretching, and other activities that may leave me/the minor vulnerable to the reckless actions of other participants who may not have complete control over their actions or knowledge of the risks involved and hereby agree to accept my/the minor and all inherent risks of property damage, personal injury, or death. I understand that if I have any risk concerns, I shall discuss them completely with the staff before I sign this agreement and before my/the minor's participation in the activity begins. I understand that activities in public spaces have inherent risk of contracting communicable diseases, and that should I or my child be ill that I will not bring my child to participate until cleared by a licensed medical professional, nor will I hold Action Gymnastics liable for contraction of any communicable disease by me or my child.

WAIVER: In consideration of my/the minor's participation, I hereby release and covenant not to sue Action Gymnastics from any all present and future claims resulting from ordinary negligence of Action Gymnastics or others listed for property damage, contraction of communicable disease, personal injury or wrongful death, arising as a result of my engaging in or receiving instruction in gymnastics, cheerleading or any other activities or any activities incidental thereto, wherever, whenever or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me/the minor, my/the minor's family, estate, heirs or assigns.

I further agree to indemnify and hold harmless Action Gymnastics and all other listed for any and all claims arising as a result of my engaging in or receiving instruction in Action Gymnastics activities or any activities incidental thereto, whenever, wherever, or however the same may occur. I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Tennessee and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the State of Tennessee.

PHOTO & VIDEO RELEASE: I grant consent for my/the minor's image to be taken via still photograph or video, while participating in activities at Action Gymnastics. I authorize

100 Industrial Drive, Clarksville, TN 37040 phone: 931.920.3111 // fax: 931.920.3478

www.action-gymnastics.com

Initial: _____ Initial: _____

Date: _____

Waiver Version 20200531



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

Action Gymnastics to use and publish images, photographs, pictures, portraits, and audio, video and/or film footage of me/minor in all forms of media and in all manner for publication including, but not limited to, advertising and marketing campaigns, press releases, periodicals, website, and social media use. I hereby waive any right I may have to review, inspect, edit, or approve such publication and I release Action Gymnastics from any claims I may have against it for use of such images, photographs, pictures, portraits, and audio, video, and/or film footage of me/the minor.

100 Industrial Drive, Clarksville, TN 37040 phone: 931.920.3111 // fax: 931.920.3478

www.action-gymnastics.com

Initial: _____ Initial: _____

Date: _____

Waiver Version 20200531



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

I affirm that I am of legal age and am freely signing this agreement. (If the participant is a minor, I affirm that I am the parent or legal guardian of the minor and affirm that I agree to all portions of this RELEASE AND WAIVER.) I affirm that I/the minor have/has no physical or mental limitations that I have not specifically identified to the staff, in writing. I have read this form and fully understand that by signing this form, I am giving up legal rights and or remedies that may be available to me/the minor for the ordinary negligence of Action Gymnastics, or any person listed above.

1. Parent / Guardian Signature: _____
Date: _____

Parent / Guardian Full Name: _____

Parent / Guardian E-mail: _____

Home Phone: _____ Mobile Phone: _____

2. Parent / Guardian Signature: _____
Date: _____

Parent / Guardian Full Name: _____

Parent / Guardian E-mail: _____

Home Phone: _____ Mobile Phone: _____

3. Parent / Guardian Signature: _____
Date: _____

Parent / Guardian Full Name: _____

Parent / Guardian E-mail: _____

Home Phone: _____ Mobile Phone: _____

4. Parent / Guardian Signature: _____
Date: _____

Parent / Guardian Full Name: _____

Parent / Guardian E-mail: _____

Home Phone: _____ Mobile Phone: _____