



LIABILITY RELEASE AND INDEMNIFICATION

Updated: 5/19/20

Prior to participation, this form must be signed by at least one parent/legal guardian of the participant if the participant is not yet 18 years old. The participant's signature is required if the participant is 18 years of age or older.

Participant 1: _____ Participant's DOB: _____ M F

Participant 2: _____ Participant's DOB: _____ M F

Participant 3: _____ Participant's DOB: _____ M F

HEALTH ISSUES: Please list all physical/mental handicaps, allergies, recent broken bones/concussions, & medical conditions (e.g. asthma)

Address: _____ City: _____ Zip: _____

Parent/Guardian Name (print): _____ Phone: _____

Other Parent/Guardian Name (print): _____ Phone: _____

Preferred Email Address: _____

How did you hear about us? Web Search Event/Parade Birthday Party Field Trip Drive by Mailing/Ad Friend Referral

In consideration of Elite Gymnastics Academy, LLC allowing the participant to participate in sports activity, class, competition, team, including non-gymnastics activities such as Ninja Zone, special events, birthday parties, field trips, open gym, open houses, camps, and playground activities (hereinafter referred to as the "Activity"), I, and if I am not yet 18-years-old, my parents or legal guardians, agree to be bound as follows (the term "I" in this release refers to both the participant and his or her parents or legal guardians):

- (1) **Acknowledgement and Assumption of Risks.** I understand the Activity involves risks of serious body injury, including permanent disability, paralysis, and death, which may be caused by the participant's actions or inactions, those of others participating in the Activity, the conditions in which the Activity takes place, the negligence of the "Released Parties" named below, or other causes. I further understand there may be other risks either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, cost, and damages that may result from the Activity and to transportation to and from the Activity.
- (2) **Communicable Disease Agreement.** I do not have a known or undue risk of transmitting any virus/disease to other participants in the Activity. I understand Elite Gymnastics Academy, LLC will keep confidential information regarding participants' temperatures and reserves the right to exclude participants from the Activity based on this information in accordance with its policies.
- (3) **Representation of Ability to Participate.** I understand the nature of the Activity, and I represent that the participant is qualified, in good health, and in proper physical condition to participate in the Activity. Should I ever believe any of the above representations have become untrue, or if I should ever believe the Activity is not safe or is no longer safe for the participant, then it will be my responsibility to immediately discontinue the participant's participation in the Activity.
- (4) **Release.** I hereby release, acquit, covenant not to sue, and forever discharge Elite Gymnastics Academy, LLC, its owners, officers, administrators, employees, agents, volunteers, sponsors, advertisers, coaches and supervisors, and the owners or lessors of any facilities within which the Activity is conducted, their respective agents and employees, and all other persons providing facilities or assisting on the conduct of the Activity and in the transportation of participants to and from the Activity (collectively the "Released Parties") of and from any and all actions, caused of action, claims, demands, liability, losses, or damages of whatever name or nature, including but not limited to those arising from or in any way related to the negligence of any of the Released Parties, that arise out of or are connected in any way to the participant's participation in the Activity and the transportation of the above named participant to and from the Activity (collectively the "Released Claims").
- (5) **Indemnification.** I will defend, indemnify, and hold harmless the Released Parties from (that is, to reimburse and be responsible for) any loss or damage, including but not limited to cost and reasonable attorney's fees (including the cost of any claim I might make or that might be made on my behalf or the participant's behalf that is released in this document), arising out of or connected in any way with any of the Released Claims.
- (6) **Media Consent and Release.** Elite Gymnastics Academy, LLC occasionally gathers photos and/or video media content about its Activities and any photo and/or video taken of the participant may be used for Elite Gymnastics Academy, LLC publicity and promotional purposes. I hereby grant permission to Elite Gymnastics Academy, LLC to use, edit, and reuse the participant's photograph or likeness in any publicity or promotional media materials including use in print, on the Internet, and all other forms of media. I also hereby release Elite Gymnastics Academy, LLC and its agents and employees from all claims, demands, and liabilities whatsoever in connection with the above.

I HAVE READ AND UNDERSTOOD THIS ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, COMMUNICABLE DISEASE AGREEMENT, REPRESENTATION OF ABILITY TO PARTICIPATE, RELEASE, INDEMNIFICATION, AND MEDIA CONSENT AND RELEASE. I HAVE ALSO READ, UNDERSTOOD, AND AGREE TO ABIDE BY EGA'S CANCELLATION POLICIES. ALL TERMS, CONDITIONS, POLICIES, AND PROCEDURES ARE SUBJECT TO CHANGE AT ANY TIME, WITHOUT NOTICE, IN OUR SOLE DISCRETION. I UNDERSTAND BY SIGNING THIS DOCUMENT, I AM GIVING UP SUBSTANTIAL RIGHTS. I AM EXECUTING THIS DOCUMENT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Signature of Parent/Guardian/Adult Participant: _____ Date: _____