

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

In consideration of participating in the activities that Peak Gymnastics Academy, LLC. conducts within the building and beyond the grounds of the gym, which includes gymnastics, cheerleading, dance, tumble, aerobics, and any other activity that involves motion. 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 “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 incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue Peak Gymnastics Academy, LLC, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and 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 Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

Photo Usage: I permit Peak Gymnastics Academy, LLC to use images of my child in internal and external promotional material. This includes any printed material, broadcast and print advertising, promotional videos and the Peak Gymnastics Academy, LLC website which are produced or published by Peak Gymnastics Academy, LLC. I also permit Peak Gymnastics Academy, LLC to use images of my child in broadcast and print media news coverage of Peak Gymnastics Academy, LLC.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up the 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.

Covid Waiver ***Please initial each bullet***

_____ I am aware that while gymnastics/tumbling are individual sports, there will be times when contact may occur. In addition, our teaching & coaching staff will spot (physically) if/when circumstances require it. Spotting our students & athletes is often necessary for teaching skills safely, help athletes perform skills correctly and prevent injury. I understand & agree that this is part of the learning process and agree to said actions. Direct assistance will also be provided in event of injury.

_____ I am aware of the potential of cross contamination in a public area. While Peak Gymnastics limit who is in & out of our building & has specific sanitizing processes in place, the potential for the spread of germs which may result in contracting the virus/illness is still a possibility. I understand that Peak Gymnastics is sanitized regularly, & I am willingly allowing my child to participate.

_____ I agree not to bring my child to Peak Gymnastics is he/she is exhibiting any symptoms of illness or if anyone in my immediate household has been exposed.

Printed name of Participant (Child #1)

Birthday - MM/DD/YYYY

Date

Printed name of Participant (Child #2)

Birthday - MM/DD/YYYY

Printed name of Parent//Guardian

Signature of Parent/Guardian

Address

Contact Number _____ **Email**

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 Releasees 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 Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of such claim.

Printed name of Parent/Guardian

Date

Signature of Parent/Guardian