

LOS ALAMOS HIGH FLYERS GYMNASTICS

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of being permitted to utilize the facilities, services and programs of Los Alamos High Flyers Gymnastics (or for such children identified below to so participate) for any purpose, including, but not limited to observation, use of the facilities or equipment, or receiving instruction, training, or supervision, participation in any onsite or off-site program with, on behalf of, or affiliated with Los Alamos High Flyers Gymnastics (hereafter High Flyers Gymnastics) or travel to and from any off-site program, THE UNDERSIGNED, for himself or herself as parent or guardian of **any such children** and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating, will inspect and carefully consider such premises and facilities and/or the program. It is further warranted that such entry into the High Flyers Gymnastics premises for observation or use of any facilities or equipment or participation in any program constitutes an acknowledgment that such premises, all facilities and equipment thereon, and such programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation by the undersigned and such children and assumes the risks arising from the conditions of the premises, equipment and/or program. IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER HIGH FLYERS GYMNASTICS FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION, USE OF FACILITIES OR EQUIPMENT, RECEIVING INSTRUCTION OR TRAINING, OR PARTICIPATING IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH HIGH FLYERS GYMNASTICS, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE HIGH FLYERS GYMNASTICS, its directors, officers, employees, coaches, volunteers and agents (hereinafter referred to as "releasees") from all liability to the undersigned and participating children and all their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or such children **whether caused by the negligence of the releasees or otherwise** while the undersigned, or **participating children** are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with High Flyers Gymnastics, including, but not limited to gymnastics, tumbling, cheerleading, birthday parties, camps, field trips and Open Gym. In consideration of accepting the registration and permitting the voluntary participation of the above-named participant in its programs, **for myself and on behalf of the participant, I hereby release, discharge and agree to hold harmless High Flyers Gymnastics**, its owners, volunteers, officials, sponsors, and the agents, employees, officers, and directors of said persons or entities **from any and all claims, demands, costs, expenses, and compensation arising out of or in any way related to any injury or damage that may result** to said participant or to members of my family or my household or individuals I invite or for whom I am otherwise responsible while participating in or present at any High Flyers Gymnastics-sponsored event, **including any physical or other injury or death caused by the negligence of any person or entity described above.**

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them, from any loss, liability, damage, or cost they may incur due to the presence of the undersigned or such children in, about or upon the premises of High Flyers Gymnastics or in any way observing, or using the facilities, or equipment thereon, or participating in any program affiliated with High Flyers Gymnastics **whether caused by the negligence of releasees or otherwise.**

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned and such children due to the negligence of releasees or otherwise while in, about or on the premises of High Flyers Gymnastics and/

or while using the premises or any facilities or equipment thereon or participating in any program affiliated with High Flyers Gymnastics. The UNDERSIGNED, for myself and on behalf of such children, our heirs, assigns and next of kin, acknowledge that participation in gymnastics, tumbling, and cheerleading necessarily involves height and rotation, contact with equipment with considerable force, and risk of severe, permanent physical injury including bruises, scrapes, strained, sprained or torn muscles, tendons or ligaments, broken bones, dislocation of joints, concussion, brain damage, nerve and spinal cord injury, paralysis and death. For myself, and on behalf of such children, our heirs, assigns and next of kin, we willingly and voluntarily accept and assume all such risk. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of New Mexico and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

MEDICAL AUTHORIZATION

THE UNDERSIGNED, for himself or herself as parent or guardian of **any such children** and any personal representatives, heirs, and next of kin, HEREBY AUTHORIZE Los Alamos High Flyers Gymnastics to transport my child and/or ward to a doctor, hospital or other health care facility and to act in my place to obtain medical or hospital treatment.

USE OF IMAGES/NAME IDENTIFICATION

THE UNDERSIGNED HEREBY AUTHORIZE Los Alamos High Flyers Gymnastics to use images of himself or herself as parent or guardian of **any such children** and any personal representatives, heirs, and next of kin, with and without name identification, for Los Alamos High Flyers Gymnastics publicity, promotional and advertising purposes and release any and all claims and/or rights I and/or my child and/or ward might have as a result.

ACKNOWLEDGEMENT OF RULES AND POLICIES

THE UNDERSIGNED HEREBY ACKNOWLEDGE that Los Alamos High Flyers Gymnastics has rules and policies in place regarding safety, registration, use of facilities, conduct and others. THE UNDERSIGNED HEREBY UNDERSTAND that failure to follow the rules in High Flyers Gymnastics discretion may result in revocation of all privileges provided by High Flyers Gymnastics without refund of any prepaid fees.

THE UNDERSIGNED IS OF LEGAL AGE, HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES THAT NO ORAL MODIFICATIONS, REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I HAVE READ THIS RELEASE.

Date: _____ Signature: _____

Name of Child or Participant in Program / please PRINT Signature of Adult Participant or Parent