

## Acknowledgement of Risk and Waiver and Release of Liability 2015-2016

**Disclaimer:** Tumble HQ and subcontractors; are not responsible for any injury or loss of property to any person while practicing taking class, competing, participating in parent's night out, birthday parties or in any other way involved in gymnastics, cheerleading, or preschool classes or teams at Tumble HQ for any reason whatsoever, including ordinary negligence on the part of Tumble HQ, its owners, officers, agents or employees.

\_\_\_\_\_(Initials)

In consideration of my participation, **I hereby release and covenant not-to-sue** the Tumble HQ officers and any of their employees, teachers, or agents, from any and all present and future claims **resulting from ordinary negligence on the part of the Tumble HQ or others listed** for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in gymnastics, cheerleading, or any activities incidental thereto, whatever, whenever, or however the **same** may occur. **I hereby voluntarily waive any and all claims resulting from ordinary negligence**, both present and future, which may be made by me, my family, estate, heirs, or assigns.

\_\_\_\_\_(Initials)

Further, I am aware that gymnastics, cheerleading and dance are vigorous sporting involving height and rotation in a unique environment and as such they pose a risk of injury. I understand that gymnastics, cheerleading, dance, and related activities always involve certain risks, including but not limited to, death, serious neck injuries resulting in complete or partial paralysis, brain damage, serious injury to virtually all bones, joints, muscles and internal organs, and that mats, pits and other safety equipment and apparatus provided for my protection, including 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 lessened by 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, moving equipment, conditioning, stretching and other activities which may leave me vulnerable to the reckless actions of other participants who may not have complete control over their actions or who may not see other students in the gym. **I am voluntarily participating in this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.**

\_\_\_\_\_(Initials)

I further agree to indemnify and hold harmless the Tumble HQ and all others listed for any and all claims arising as a result of my engaging in or receiving instruction.

\_\_\_\_\_(Initials)

Unless otherwise noted, I also give my permission to trained medical professionals to administer emergency medical treatment to my children, or me should sickness or accident occur, whether in the Tumble HQ's facility or in transit during any of the activities which require outside transportation.

\_\_\_\_\_(Initials)

I affirm that I am the parent or legal guardian of the before mentioned child(ren). I am freely signing this agreement, I have read this form and fully understand that by signing this form, I am giving up legal rights and or remedies, which may be available to me for the ordinary negligence of the Tumble HQ or any person listed above.

Parent/guardian Name (Print) \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_ Phone #: \_\_\_\_\_

Signature of Participant if over 18 \_\_\_\_\_