



## OPEN GYM WAIVER

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RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, CONSENT, AND INDEMNITY AGREEMENT ("AGREEMENT") As legal the guardian of my designated student(s) (student(s)), I hereby consent to all student(s) participating in the this facility's program(s). I recognize that potentially severe injuries can occur in any activity involving height or motion, including but limited to tumbling and related activities including but not limited to cheerleading, tumble tramp, trampoline, stunting, pyramids, dance, swimming, martial arts, gymnastics and physical activity in general. I understand that it is the express intent of all staff and personnel to provide for the safety and protection of my student(s) and, in consideration for allowing my student(s) to use these facilities, I hereby COVENANT NOT TO SUE and FOREVER RELEASE this facility, affiliated and partner companies and organizations, property owners and lessors, staff, contractors, subcontractors, teachers, coaches, owners, directors and other members involved in this facility's program(s), from all liability and for any and all damages and injuries suffered by my student(s) during instruction, supervision, and/or control during any and all classes or extra activities.

I am aware of (my) (my child's) experience and capabilities, and believe (I am) (s/he is) qualified to participate in all activities held at or by The Rock Tumbling and Cheer. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS Magic Valley Elite All-Star Cheer from any and all liability, claims, demands, losses, or damages caused or alleged to have been caused in whole or in part by Magic Valley Elite All-Star Cheer, and further agree that if, despite this release, I, my child, or anyone on my or my child's behalf makes a claim against The Rock Tumbling and Cheer, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS Magic Valley Elite All-Star Cheer from any litigation expenses, attorney fees, loss liability, damage, or cost Magic Valley Elite Cheer may incur as the result of any such claim.

In consideration of participating in activities at Magic Valley Elite All-Star Cheer, I represent that I (we) understand that injury can occur in the sport of cheer and tumbling, and by participating in these sports I (we) accept responsibility for this and hereby release and discharge any and all possible claims and

causes of action for personal injuries and/or medical expenses, pain and suffering, and all other claims against Magic Valley Elite All-Star Cheer, its instructors, employees, officers, directors or any other individuals employed by or acting on behalf of Magic Valley Elite All-Star Cheer. I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in any and all activities at Magic Valley Elite All-Star Cheer.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that I have given up 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. (This Policy Subject To Change Without Notice)

Parent/Gaurdian Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Parent/Gaurdian: \_\_\_\_\_ Phone

Number: \_\_\_\_\_

Students Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone

Number: \_\_\_\_\_