



Old Pueblo Gymnastics Academy

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of participating in the activities provided by Old Pueblo Gymnastics Academy, 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 negligence of the "release" 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 responsibilities for losses, cost and damages I incur as a result of my participation in the activity.

I hereby release, discharge, and covenant not to sue Old Pueblo Gymnastics Academy, its respective administrators, directors, agents, officers, volunteers and employees, other participants, any sponsors, advertisers, and if applicable, owners and leasers of the premises on which activities take 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 the release, waiver of liability, and the 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.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it freely and without any inducement or assurance of any nature and intended 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.

PHOTOGRAPHY: Occasionally pictures in the facility are taken for promotional purposes. I give my permission to allow Old Pueblo Gymnastics Academy to use pictures that may have been taken of my children in a flier, brochure or publication.

Printed Name of Participant(s)

Signature of Participant

Date

Parental Consent

AND I, the minor's legal parent and/or 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 of 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 of ability, damage, or cost any Releasee may incur as the result of any such claim.

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date

(Initial) _____ I understand that I am responsible for reviewing .the Old Pueblo Gymnastics Academy Member Policies and Procedures and that they are available to me online and are posted in the lobby as well.

(Initial) _____ I understand that if I wish to save my current spaces in class that tuition is due by Saturday of the seventh week of the current session. Payments must be received on time to insure my child(ren) is/are not dropped from class(es).