

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of permission granted, my child(ren) by Flyaways North Gymnastics LLC, to participate in gymnastics & related activities under their supervision, I hereby release and discharge Flyaways North Gymnastics LLC, its agents, employees, officers, shareholders, directors, successors and assigns from all claims, demands, actions, judgments and executions which the undersigned and/or the undersigned's child and/or the undersigned's family may have, or claim to have, against Flyaways North Gymnastics LLC, its agents, employees, officers, shareholders, directors, successors and assigns (hereinafter collectively referred to as "Releasees"), for all personal injuries, property damage and other damages, known or unknown, real or personal, caused by or arising out of the above-described gymnastics or related activities. I further agree to indemnify and hold Flyaways North Gymnastics LLC, its agents, employees, officers, shareholders, directors, successors and assigns, harmless from and against any and all such injuries or damages.

I give permission to Flyaways North Gymnastics LLC to make whatever emergency (e.g. first aid, disaster evacuation) measures are judged necessary for the care and protection of my child(ren) while under the supervision of the Center.

In case of medical emergency, I understand that my child will be transported to an appropriate medical facility by the local emergency unit for treatment if the local emergency resource (police, rescue squad deems it necessary. The child will be transported at the expense of your primary medical coverage.

It is understood that in some medical situations, the staff will need to contact the local emergency resource before the parent, child's physician, and/or other adult acting on the parent's behalf.

I, the undersigned, have read this release and understand its terms. I execute it voluntarily and with full knowledge of its significance.

WARNING! CATASTROPHIC INJURY, PARALYSIS OR DEATH CAN RESULT FROM THE IMPROPER CONDUCT OF THIS ACTIVITY.

I also agree as follows:

1. I acknowledge that participating in gymnastics or sports camps and activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death; and property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls or contact with other participants; death, medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me. **I have read and understood this document and I agree to be bound by its terms.**

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone #'s _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____

Date _____