



# GYMNASTICS and Beyond

9943 E. Washington St., Auburn. 44023 Ph- 440-708-0588

Please use the following waiver:

When you have any participant that is a **minor.**

**\*\***(Parent or Legal Guardian should sign the name of the minor if the minor is not old enough to sign the waiver themselves.) Also have the parental consent portion signed by the parent and/or legal guardian. This waiver, when the parent gives parental consent for the minor does **NOT** cover the parent if something should happen to the parent. This waiver only covers the minor. If the parent decides to participate in the same activity as the minor please make sure the Parent also signs another waiver in addition to this waiver.

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“AGREEMENT”)

In consideration of participating in any instructional class at Chery’s Gymnastics and Beyond, 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 the negligence of the “releases” 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 responsibility for losses, cost, and damages I incur as a result of participation in the Activity.

I hereby release, discharge, and covenant not to sue Gymnastics and Beyond, and its respective administrators, directors, agents, officers, volunteers, and employees, other participants, my sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the “RELEASES” 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 “releases” or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against and of the Releases, I will identify, save, and hold harmless each of the Releases 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 my substantial rights by signing it and have signed it freely and without any inducement of 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.

\_\_\_\_\_  
Printed name of participant

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

\_\_\_\_\_  
Signature of participant

## **MUST HAVE: PARENTAL OR LEGAL GUARDIAN’S CONSENT ONLY**

AND I, the minor’s Parent and/or Legal 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 IDEMNIFY AND SAVE AND HOLD HARMLESS each of the releases from all liability, claims, demand, 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 releases or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the parent and/or guardian of the minor, or anyone on the minor’s behalf makes a claim against any of the above releases, I WILL IDEMNIFY< SAVE< AND HOLD HARMLESS each of the releases from any litigation expenses, attorney fees, less liability, damage, or cost and release may incur as the result of any such claim.

\_\_\_\_\_  
Printed name of Parent and/or Legal Guardian

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

\_\_\_\_\_  
Signature of Parent and/or Legal Guardian

\_\_\_\_\_  
Phone Number