



Acro Gymnastics, Cheerleading, Gymnastics, Tumbling / (937) 383-5700 / www.aerialsathletics.com

Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

Please READ and SIGN

- In consideration of participating in the gymnastics, tumbling, cheerleading, acrobatic gymnastics and/or related program, I represent that I understand the nature of this activity and that I am qualified, in good health, 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 "releasees" 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, costs, and damages I incur as a result of my participation in the activity.
- I hereby release, discharge, and covenant not to sue Aerial's Athletics, LLC, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the activity takes 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 I further agree that if, despite this release, waiver of liability, and 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 this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, 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 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, not withstanding, shall continue in full force and effect.

Printed Name of Participant

Signature of Participant

Date

PARENTAL CONSENT

- AND I, the minor's parent(s) and/or legal guardian(s), 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 on 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 liability, damage, or cost and release may incur as the result of any such claim.
- AND I, the minor's parent(s) and/or legal guardian(s), understand that Aerial's Athletics, LLC staff members are not physicians. With the above in mind, I hereby release the Aerial's Athletics, LLC staff to render first aid to my child or children in the event of any injury or illness, and if deemed necessary by the Aerial's Athletics, LLC staff to call a doctor and to seek medical help, including transportation by an Aerial's Athletics, LLC staff member or its representatives, whether paid or volunteer, to any health care facility or hospital, or the calling of an ambulance for said child should the Aerial's Athletics, LLC staff deem this to be necessary.
- AND I, the minor's parent(s) and/or legal guardian(s), understand and agree that R.L.R. Investments, Vernon Township Hall, Adams Township Hall, 3 West Main Street, Leesburg (Diana Robertson), or any other business and/or organization that hosts Aerial's is not at fault of injury or death of my child. I release such organizations from all liability.
- AND I, the minor's parent(s) and/or legal guardian(s), give permission for Aerial's Athletics, LLC to use my child's name, photograph, and/or video in advertising, marketing, or other such promotions.

Printed Name of Father / Guardian

Printed Name of Mother / Guardian

Signature of Father / Guardian

Date

Signature of Mother / Guardian

Date

Primary Emergency Contact (Name) _____ Phone # _____

Relationship to Athlete _____

Secondary Emergency Contact (Name) _____ Phone # _____

Relationship to Athlete _____

Physician's Name _____ Phone # _____

Preferred Hospital _____

Insurance Carrier Name _____

Name on Insurance Card _____

Group / Policy # / ID # _____

Are there any special medication conditions? (Circle) NO YES If yes, list: _____

Has the athlete had a physical in the past 3 years? (Circle) YES NO
(Aerial's Athletics, LLC recommends that all participants have a physical once a year.)