

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

In consideration of the services of Gymnastics Unlimited, herein and collectively referred to as "GU", their agents, Owners, officers, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release and discharge GU, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I understand and acknowledge that the activity I, or my child, are about to engage in poses known risks and unanticipated risks which could result in injury, paralysis, death, emotional distress, or damage to myself or my child, to property, or to third parties. THE FOLLOWING DESCRIBES SOME, BUT NOT ALL, OF THOSE RISKS:

Gymnastics entails certain risks which simply cannot be eliminated without jeopardizing the essential qualities of the activity. *WITHOUT A CERTAIN DEGREE OF RISK, GYMNASTICS STUDENTS WOULD NOT IMPROVE THEIR SKILLS, AND THE ENJOYMENT OF THE SPORT WOULD BE DIMINISHED.*

Gymnastics exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Traveling to and from exhibitions raises the possibility of any manner of transportation accidents. In any event, if you are injured, you may require medical assistance, at your own expense.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, no one is forcing me or my child to participate, and we elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge and agree to hold harmless and indemnify GU from any and all liability, claims and demands, actions or rights of actions, which are related to, arise out of, or are in any way connected with me or my child's participation in this activity, including those allegedly attributable to the negligent acts or omissions of GU.

4. Should GU, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.

5. *I CERTIFY THAT I, OR MY CHILD, HAVE HEALTH, ACCIDENT, AND LIABILITY INSURANCE TO COVER ANY BODILY INJURY OR PROPERTY DAMAGE THAT MAY BE CAUSED OR SUFFERED WHILE PARTICIPATING IN THE EVENT, OR ELSE I AGREE TO BEAR THE COSTS OF SUCH INJURY OR DAMAGE TO MYSELF OR MY CHILD.* I further certify that I, or my child, have no medical or physical condition which could interfere with me or my child's 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.

6. In consideration of my child (a minor) being permitted by GU to participate in its' activities and to use its' equipment and facilities, I further agree to indemnify and hold harmless GU from any and all claims which are brought by, or on behalf of minor, and which are in any way connected with such use or participation by minor.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found, by a court of law, to have waived my right to maintain a lawsuit against GU on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this document. I have read and understood it, and agree to be bound by its' terms.

Signature (Parent/Guardian)

Date