

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("AGREEMENT")

As a parent/legal guardian of CHILD(REN)'S NAME(S) _____, I hereby consent to his/her participation in gymnastics, tumbling, trampoline, cheerleading, birthday parties, special events and activities including camps, and any other programs offered by The Matrix Gym, Inc. I understand that participation in gymnastics, tumbling, trampoline, cheerleading and any and all other activities at the Matrix Gym, Inc. may result in unavoidable injuries such as paralysis, permanent disabilities, or even death from various causes known and unknown which may include, but are not limited to, the heights of the equipment, the body during simple movements, the rotation and movement of the body, in an unique environment. I am fully aware of the inherent risks involved in gymnastics, tumbling, trampoline, cheerleading, birthday parties, special events and activities including camps, and any and all other activities offered at The Matrix Gym, Inc. and the possibility or injury from participating in the aforementioned activities.

In consideration of participating in any activity at The Matrix Gym, Inc., I represent that I understand the nature of this activity and that my child(ren) is/are 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 "RELEASEES" (named below, but not limited to); and that there may be other risks either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, cost and damages my child(ren) incur as a result of their participation in this activity.

I hereby release, discharge, and covenant not to sue The Matrix Gym, Inc., including, but not limited to, its respective owners, lessors of the premises, administrators, directors, agents, officers, volunteers, employees, other participants, sponsors and advertisers in which the 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 this release, waiver of liability, and assumption of risk, I or anyone on my behalf, makes a claim against the "RELEASEES", I will indemnify, save, 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 and have signed it freely and without any inducement or 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 force and effect. I am 18 years of age or older.

PRINTED NAME OF ATHLETE: _____ **DATE:** _____

ATHLETE SIGNATURE (IF 18YEARS OR OLDER): _____

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and to the minor's experience and capabilities and believe the minor to be qualified to participate in such activities. I hereby release and 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 any "RELEASEE" may incur as a result of any claim.

By signing this, I understand that even though I am not taking lessons and will not be on the equipment, I may injure myself at The Matrix Gym, Inc. I take full responsibility for my actions and agree to pay for any and all medical bills that might arise from an accident at The Matrix Gym, Inc. This could include, but is not limited to, stepping off uneven mats, twisted ankles, broken bones, torn ligaments, spine injuries, or even death. This also includes outside the building, in the parking lot and all surrounding areas. By your child(ren)'s attendance in class, you are granting your permission for you and your child to be filmed, videotaped, audio tape, or photographed, by any means and are granting full use of your likeness, voice and words without compensation.

PRINTED NAME OF PARENT/LEGAL GUARDIAN: _____ **DATE:** _____

SIGNATURE OF PARENT/LEGAL GUARDIAN: _____