

## iTumble Gymnastics Birthday Party Liability Waiver

Liability waiver **MUST BE SIGNED BEFORE** the child participates in any activities!

In consideration of participating in the activities at iTumble Gymnastics, LLC, 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 "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 iTumble Gymnastics, LLC., its respective owners, managers, 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 (we) also will follow the rules and regulation set by iTumble Gymnastics, LLC., and above named parties. Parent or guardian must sign for anyone age 18 and under. I do hereby grant and give these groups the right to use my or my child(s) photograph or image with or without my or my child's name, both singly and in conjunction with other persons or objects and presentations, advertising, publicity, and promotion relating thereto.

I have read this RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand 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 full force and effect.

LAST NAME: \_\_\_\_\_

NAME(s) of participant(s): \_\_\_\_\_

HOME # or CELL #: \_\_\_\_\_ / \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_ (optional-add if you'd like to be on our e-mail list)

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_