

GYM TIME and PARTY PARTICIPATION FORM 2017-2018

We are excited that you are participating at The Gymnastics Academy. Please wear comfortable shorts or sweatpants and shirts that can be tucked in. You may go barefoot in the gym. Please do not wear cut-offs, long pants, tights or shorts with zippers, buttons or metal braids.

Please **fill out both sides completely and legibly**. Thank you, The Gymnastics Academy.

PARTICIPANT'S NAME _____ PARENT'S NAME _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

HOME PHONE _____ CELL PHONE _____ WORK PHONE _____

BIRTHDATE _____ INSURANCE PROVIDER _____ POLICY NUMBER _____

ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNITY AND RELEASE

In consideration of the opportunity to participate in any lessons, trips, events, contests, open gym, party or other sport or non-sport activity ("Activity") of LEX ENTERPRISES INC., DBA THE GYMNASTICS ACADEMY 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 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, 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, individually, and on behalf of my heirs, successors, assigns and personal representative, hereby waive, release, forever discharge, and covenant not to sue LEX ENTERPRISES INC., DBA THE GYMNASTICS ACADEMY, 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 any and all liability, claims, demands, losses, injuries, or damages I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Activity caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations.

I further agree to indemnify, save, and hold harmless each of the Releasees from and against any and all actions, claims, demands, losses, liability, damages and costs of any kind, including attorneys' fees, which may result from my participation in the Activity. I fully understand that Releasees are not physicians or medical practitioners of any kind. I hereby give permission to Releasees to render temporary first aid to my child or children in the event of any injury or illness, and if deemed necessary by Releasees to call a doctor and to seek medical help, including transportation by a Releasees to any healthcare facility or hospital, or the calling of an ambulance for said child should Releasees deem transportation to be necessary. I also understand that photographs and/or videos will be taken and I hereby agree that they may be published without further consent from me.

I agree that this Assumption of Risk, Waiver of Liability, Indemnity and Release is to be construed under the laws of the State of Minnesota and that if any portion is held to be invalid, the balance shall continue in full legal force and effect. I further agree that exclusive venue for any litigation related hereto shall occur in Duluth, St. Louis County, Minnesota. I agree that this Assumption of Risk, Waiver of Liability, Indemnity and Release is to be construed broadly to the maximum extent permissible under the law. Pursuant to Minnesota Statutes § 604.055, as it may be amended from time to time, nothing herein purports or intends to waive liability for damages, injuries, or death resulting from conduct that constitutes greater than ordinary negligence.

Participant Over 18 Years of Age Signature:

In signing this Assumption of Risk, Waiver of Liability, Indemnity and Release, I hereby acknowledge that I have read the entire document, that I understand its terms, that I am at least eighteen (18) years of age, that by signing it I am giving up substantial rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Printed name of participant

Date

Signature of participant

Participant Under 18 Years of Age Signature: BOTH the Participant and Parent/Legal Guardian Must Sign.

In signing this Assumption of Risk, Waiver of Liability, Indemnity and Release, I hereby acknowledge that I have read the entire document, that I understand its terms, and that by signing it I am giving up substantial rights I might otherwise have, and that I have signed it knowingly and voluntarily. As a minor, I understand that I must disaffirm any release in writing within a reasonable time after turning 18 or it will be enforceable. By signing as the parent/legal guardian, I affirm that I have the legal authority to do so.

Printed name of participant

Date

Signature of participant

Printed name of Parent/or Legal Guardian

Date

Signature of Parent/or Legal Guardian

Please read and sign the back page.

OFFICE USE ONLY
CASH _____

CHECK # _____ PUNCH PASS _____