Student Release and Waiver of Liability and Indemnity Agreement

(Read Carefully Before Signing)

For Student Participating As a Guest, Crew, Event Specialist and Volunteer

In consideration of being permitted to participate in any way in the Gymnastics, Tumbling, Martial Arts, Dance or Cheer Programs indicated below and/or being permitted to enter for any purpose any restricted area (herein defined as any area where in admittance to the general public is prohibited). I, as the student or parent(s) and/or legal guardian(s) of the participant named below agree:

1. I, the student, parent(s) and/or legal guardian will instruct the participant that prior to participating in the gymnastics, tumbling, martial arts, dance or cheer activity or in the event he/she should inspect the facilities and equipment to be used, and if he/she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agree that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/WE fully understand and acknowledge that:
   a. There are risks and dangers associated with participation in gymnastics, tumbling, martial arts, dance, or cheer events and activities, which could result in bodily injury, partial and/or total disability, paralysis and death.
   b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
   c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
   d. There may be other risks not known to us or are not reasonably foreseeable at this time.

3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the gymnasium or gymnastics, tumbling, martial arts, dance, or cheer facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the gymnastics, tumbling, martial arts, dance, or cheer event or program, premises and event inspectors, underwriters, consultants and other who give recommendations, directions, or instructions to engage in risk evaluation loss control activities regarding the gymnasium or gymnastic, dance, cheer or martial arts facility or events held at such gymnasium or gymnastics, tumbling, martial arts, dance, or cheer facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee"… FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.
5. I/WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida within which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
7. On behalf of the participant and individually, the undersigned student, parent(s) and/or legal guardian(s) for the participant execute this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releasees, the student, parent(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his/her behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Location of Event ________ *Allie Enterprises d/b/a Top Contenders Gymnastics Academy*

Student Signature (If 18 or older) **X** ____

Parent/Guardian Signature (If under 18) **X** ____

Printed Name of Student **X** ____

Address of Student **X** ____

Received by ____

Registrar Signature   Printed Name   Date

Top Contenders Medical Information Form

Prior to participation, this form must be signed by at least one of the participant's parents or legal guardians if the participant is not yet 18 years old. Participant's signatures are required in 18 years of age or older.

Name of Participant: ___________________________(the 'gymnast') whose date of birth is ___/___/_____

In consideration of Top Contenders Gymnastics Academy allowing this individual to participate in a sports activity, class, competition, or team; I and if I am not yet 18 years of my parents or legal guardians, agree to be bound as follows:

I authorize Top Contenders Gymnastics Academy to provide to the participant, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services should the gymnast require, such assistance, transportation or services as a result of injury or damage related to participation in the Activity. If the gymnast is a minor and a parent or guardian is not present, efforts will be made to contact a parent or guardian that are reasonable under the circumstances, but treatment will not be withheld if a parent or guardian cannot be reached. It is the responsibility of the parent/guardian to keep the front office notified of a change in contact information.

Please provide the following information regarding the participant:
Participant's Physician/Telephone Number: ____
Participant's Current Medications: ____
Participant's Allergies: ____
Primary Insurance Carrier/Policy #: ____

Has a doctor ever stated you have a heart condition? ______ Yes ______ No
If yes, is physical activity required to be medically supervised only? ______ Yes ______ No
Do you have chest pain brought on by physical activity? ______ Yes ______ No
Do you tend to lose consciousness or fall over as a result of dizziness? ______ Yes ______ No
Has a doctor ever recommended medication for your blood pressure? ______ Yes ______ No
for a heart condition? ______ Yes ______ No
for any disorder that could influence your ability to perform gymnastics? ______ Yes ______ No
Do you have a bone or joint problem that could be aggravated by gymnastics? ______ Yes ______ No
Have you developed chest pain within the last month? ______ Yes ______ No
Have you ever been advised by a physician against you exercising? ______ Yes _______ No
Have you ever had a head or neck injury or concussion? ______ Yes ______ No
Are you currently or have recently suffered from a significant illness? ______ Yes _______ No
Do you have a convulsive disorder? ______ Yes ______ No
Do you have uncontrolled asthma? ______ Yes ______ No
Do you have an infectious skin disorder? ______ Yes ______ No
Do you have a history of a liver disorder?
a spleen disorder? ______ Yes ______ No
a kidney disorder? ______ Yes ______ No
a detached retina? ______ Yes ______ No

I also affirm that I now, have and will continue to provide proper hospitalization, health, and accident insurance coverage, which I consider adequate for the participant's protection. This consent shall remain effective until one year from the date below unless sooner revoked in writing and delivered to Top Contenders Gymnastics Academy.

Name of Gymnast ____ Date ______________

____ Date ______________
Signature of Parent/Guardian or gymnast (if 18 or older)

____
Parent/Guardian Name Printed