

## STUDENT

When you have any participant that is a **minor**, the parent or legal guardian should sign the name of the minor if the minor is not old enough to sign the waiver themselves. Also have the parental consent portion signed by the parent and/or Legal Guardian. **This waiver**, when the parent gives parental consent for the minor, **does not cover the parent** if something should happen to the parent. **This waiver only covers the minor**. If the parent decides to participate in the same activity as the minor please **make sure the Parent signs the Parent Waiver and this Student Waiver**.

### RELEASE AND WAIVER LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“ AGREEMENT”)

In consideration of participating in **gymnastics, cheer and dance instruction** 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 condition in which the event takes place, or the negligence of the “releases” 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, cost, and damages I incur as a result of my participation in the activity.

I hereby release, discharge, and covenant not to sue **X-Cel Gymnastics**, 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 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 “ releases” 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 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 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 of 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.

\_\_\_\_\_  
\_\_\_\_\_

Printed name of Participant(s)

AND I, the minor’s parent and/or legal guardian understand the nature of the above referenced activities and the minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, 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 the result of any such claim.

**My child’s picture may be used in an X-Cel ad, brochure, or on our web page: yes \_\_\_ no \_\_\_ (check one)**

\_\_\_\_\_  
Printed name of Parent/or Legal Guardian

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Signature of Parent/or Legal Guardian

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***If the \*Parent decides to participate*** in the same activity as the minor please make sure the parent also signs this waiver as a participant. This waiver includes Birthday Parties, Baby Bears, Climbing Cubs, Field Trips, Open Gym, and Special Events (basically any Adult Participant Activity).

## RELEASE AND WAIVER LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“ AGREEMENT”)

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I hereby release, discharge, and covenant not to sue **X-Cel Gymnastics**, 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 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 “ releases” 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 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 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 of 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.

\_\_\_\_\_  
Printed name of adult participant

\_\_\_\_\_  
Printed name of adult participant

\_\_\_\_\_  
Printed name of Participant(s)

AND I, the minor’s parent and/or legal guardian understand the nature of the above referenced activities and the minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, 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 the result of any such claim.

My child’s picture may be used in an X-Cel ad, brochure, or on our web page: yes \_\_\_ no \_\_\_ (check one)

\_\_\_\_\_  
Printed name of Parent/or Legal Guardian

Date: \_\_\_/\_\_\_/\_\_\_

\_\_\_\_\_  
Signature of Parent/Legal Guardian/Adult participant

### EMERGENCY MEDICAL TREATMENT STATEMENT

In the case of a medical emergency, I hereby give permission to X-Cel Gymnastics and it’s staff to administer emergency care and/or basic first aid and if necessary to have my child/or myself transported to a hospital. I agree to pay all medical, hospital or other expenses that my child or I may incur as a result of such treatment.

**COMPLETE THE MEDICAL INFORMATION ON THE STUDENT PAGE SO THAT WE MAY ACT QUICKLY IN THE EVENT OF AN ACCIDENT.**