

Gymnastics & Sports Academy

P.O. Box 7637 980 W. Broadway Jackson, WY 83002

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Date _____

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	Parent Information
Parent(s) Name:	Phone number(s):
Mailing Address:	Email:
Emergency contact:	Phone:
	Participant Information
Name:	Birthday:

Release and Indemnification

- I acknowledge, agree and am fully aware that gymnastics and related activities involve many risks, dangers and hazards, including but not limited to height and rotation in a unique environment. I recognize that there are several known and unknown dangers and risks to the physical wellbeing of my child/children ("child") associated with activities of this type. I agree, acknowledge and consent that my child is physically able to participate in the gymnastics and related activities. I agree, on behalf of myself and my child, to waive, release, and discharge from any and all liabilities, claims, actions, damages, costs, or expenses of any nature whatsoever, whether in law or equity, known or unknown, both present and future, asserted by others, by me, by my child, by my child's estate, executors, heirs, or assigns, including my or my child's insurers, against Symmetry Gymnastics & Training Center LLC dba Axis Gymnastics & Sports Academy ("Axis") and any of its directors, officers, members, managers, affiliates, employees, volunteers, representatives, and agents, event holders, event organizers, event sponsors, event directors, and property owners (the "Releasees"), arising out of or in any way related, directly or indirectly, to my child's participation in the gymnastics and related activities, including those related to the Releasees' own negligence.
- If my child requires emergency medical attention, I give permission to the staff of Axis to seek or administer the necessary medical care. I understand that they will make every effort to contact me and/or the emergency contact(s) listed above.
- I agree (for my child, myself and my heirs, executors, administrators, legal representatives, assignees, and successors in interest), to indemnify and hold harmless the Releasees from any harm, injury, damage, or loss which my child may suffer, cause and/or contribute to while participating in gymnastics and related activities, including those caused by Releasees' own negligence.
- I consent, on behalf of myself and my child, to the use by Axis, or anyone it authorizes, of any and all photographs, tapes or other representations, and any reproductions thereof for purpose of promotion (including sale, publication, display and exhibition) without compensation. I also consent, on behalf of myself and my child, to the use of my child's name in connection with any such materials. I agree, for myself and my child, that such materials and negatives shall constitute Axis property, with full right of distribution by Axis concerning the subject matter hereof, and that this agreement supersedes and replaces all prior negotiations, proposed agreements, agreements or representations, whether written or oral.
- I acknowledge that neither Axis nor any of the Releasees has made any representation, warranty, promise or covenant whatsoever, express or implied, not contained in this agreement, to induce me to execute this agreement.
- I agree that this Agreement, and any claims related to this agreement, whether such claims are in the nature of tort, contract, or otherwise, shall be construed in accordance with the laws of the State of Wyoming.
- I agree, for myself, my child, and my child's estate, that all claims of whatever type arising out of, or related in any way to, this agreement, shall be brought exclusively in the courts of the State of Wyoming, County of Teton, or, if I or my child or my child's estate can acquire jurisdiction, in the United States District Court for the District of Wyoming. I further agree, for myself, my child, and my child's estate, that if any action or proceeding arising out of, or related in any way to, this agreement is brought in any other court or forum, the action or proceeding shall be dismissed with prejudice and the party bringing the action or proceeding shall pay the other party's legal fees and costs.
- The release and indemnification provisions above shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. If any part of the release and indemnification provisions shall be found by a court of competent jurisdiction to be void or unenforceable for any reason, that finding shall in no way affect (to the maximum extent permitted by applicable law) the remainder of the release and indemnification provisions.
- I represent and warrant that I am the parent and/or guardian of the student listed above.

I represent and warrant that: (i) I have read this agreement carefully; (ii) I understand that this agreement contains a release of liability, including liability caused by Releasee's own negligence, which will legally prevent me, my child, my child's estate, my or my child's insurers, and/or any other person, from recovering damages in the event of injury to or death of my child arising out of or related in any way to his/her participation in gymnastics and related activities; (iii) I have full right and authorization to waive, relinquish and compromise those claims as set forth above; (iv) I have not previously assigned, conveyed or pledged to any third person and claims released by this agreement; (v) I am knowingly and voluntarily releasing and waiving claims against the Releasees as set forth above; (vi) I have executed this agreement voluntarily; and (vi) this agreement is binding upon me, my child, my child's estate, my child's insurers, anyone claiming on behalf of or through my child, and our respective heirs, assigns and legal agents or representatives.