

WAIVER AND RELEASE OF LIABILITY

DISCLAIMER: GEORGIA ELITE GYMNASTICS, INC. IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON WHILE PRACTICING, TAKING CLASS, COMPETING, PARTICIPATING IN OPEN GYM, BIRTHDAY PARTIES, OR IN ANY OTHER WAY INVOLVED IN GYMNASTICS OR PRESCHOOL CLASSES OR TEAMS AT GEORGIA ELITE GYMNASTICS, INC. FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF GEORGIA ELITE GYMNASTICS, INC., ITS OWNERS, OFFICERS, AGENTS, OR EMPLOYEES.

In consideration of my participation, I hereby release and covenant not-to-sue Georgia Elite Gymnastics, Inc., the Georgia Elite Gymnastics Board of Directors and officers, and any of their employees, teachers, coaches, or agents, from any and all present and future claims resulting from ordinary negligence on the part of Georgia Elite Gymnastics, Inc., or others listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in gymnastics or any other activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

Further, I am aware that gymnastics is a vigorous sporting activity involving height and rotation in a unique environment and as such they pose a risk of injury. I understand that gymnastics, and related activities always involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and the mats, pits, and other safety equipment and apparatus provided for my protection including the active participation of a coach or teacher who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury. The risk of harm may be limited by all of the safety equipment and trained coaches, but never eliminated. I understand that participation in gymnastics, including moving from event to event, conditioning, stretching and other activities which may leave me vulnerable to the reckless actions of their participants who may not have complete control over their actions or who may not see other students in the gym. I am voluntarily participating in this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

I further agree to indemnify and hold harmless Georgia Elite Gymnastics, Inc. and all others listed for any and all claims arising as a result of my engaging in or receiving instruction in Georgia Elite Gymnastics, Inc. activities or any activities incidental thereto, whenever, wherever, or however the same may occur. I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the state of Georgia and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the state of Georgia.

I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and or remedies which may be available to me for the ordinary negligence of Georgia Elite Gymnastics, Inc. or any person listed above.

Signature of Parent

Date

Signature of Participant if over 18

Date