

FOR AND IN CONSIDERATION of being permitted to utilize the facilities, services and programs of Kidnastics Limited (or for such children identified below to so participate) for any purpose, including, but not limited to, observation, use of the facilities or equipment, or receiving instruction, training, or supervision, or participation in any on-site or off-site program with, on behalf of, or affiliated with Kidnastics Limited, or travel to and from any off-site program, THE UNDERSIGNED, for himself or herself as parent or guardian of **any such children** and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering the premises or participating in any program, will inspect and carefully consider such premises and facilities and/or the program. It is further agreed that such entry onto the Kidnastics Limited premises for observation or use of any facilities or equipment or participation in any program constitutes an acknowledgment that such premises, all facilities and equipment thereon, and such programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation by the undersigned and such children and assumes the risks arising from the conditions of the premises, equipment and/or program.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER KIDNASTICS LIMITED FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION, USE OF FACILITIES OR EQUIPMENT, RECEIVING INSTRUCTION OR TRAINING, OR PARTICIPATING IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH KIDNASTICS LIMITED, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE KIDNASTICS LIMITED, its directors, officers, employees, coaches, volunteers and agents (hereinafter referred to as "releasees") from all liability to the undersigned and participating children and all their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or such children **whether caused by the negligence of the releasees or otherwise** while the undersigned, **or participating children** are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Kidnastics Limited, including, but not limited to gymnastics, tumbling, cheerleading, birthday parties and Open Gym night. In consideration of accepting the registration and permitting the voluntary participation of the above-named participant in its programs, **for myself and on behalf of the participant, I hereby release, discharge and agree to hold harmless Kidnastics Limited**, its employees, volunteers, officials, sponsors, and the agents, employees, officers, and directors of said persons or entities from **any and all claims, demands, costs, expenses, and compensation arising out of or in any way related to any injury or damage that may result** to said participant or to members of my family or my household or individuals I invite or for whom I am otherwise responsible while participating in or present at any Kidnastics Limited-sponsored event, **including any physical or other injury or death caused by the negligence of any person or entity described above.**

2. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned and such children due to the negligence of releases or otherwise while in, about or on the premises of Kidnastics Limited and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with Kidnastics Limited, The UNDERSIGNED, for myself and on behalf of such children, our heirs, assigns and next of kin, acknowledge that participation in gymnastics, tumbling, and cheerleading necessarily involves height and rotation, contact with equipment with considerable force, and risk of severe, permanent physical injury including bruises, scrapes, strained, sprained or torn muscles, tendons or ligaments, broken bones, dislocation of joints, concussion, brain damage, nerve and spinal cord injury, paralysis and death. For myself, and on behalf of such children, our heirs, assigns and next of kin, we willingly and voluntarily accept and assume all such risk.

3. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them, from any loss, liability, damage, attorney fees or costs they may incur due to the presence of the undersigned or such children in, about or upon the premises of Kidnastics Limited or in any way observing, or using the facilities, or equipment thereon, or participating in any program affiliated with Kidnastics Limited **whether caused by the negligence of releasees or otherwise.**

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 law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED IS OF LEGAL AGE, HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES THAT NO ORAL MODIFICATIONS, REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

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

I HAVE READ THIS RELEASE.

\_\_\_\_\_  
Signature of Adult Participant or Parent

\_\_\_\_\_  
Name of Child(s) in Program

\_\_\_\_\_  
Name of Child(s) in Program

## AUTHORIZED CONSENT FOR EMERGENCY TREATMENT

In the case of an accident resulting in personal injuries which require emergency medical evaluation or treatment and if I cannot be reached, or my emergency cannot be reached, I authorize KIDNASTICS LIMITED to obtain whatever medical treatment it deems reasonably necessary for the physical welfare of my child/children listed on the registration form. I further understand and agree that I will be financially responsible for all charges and fees incurred in the rendering of said emergency medical treatment, including emergency medical transportation, regardless of whether such charges and fees are covered by insurance.

I acknowledge and understand that KIDNASTICS LIMITED recommends that I maintain and carry medical insurance covering my child/children listed in the registration form, as I understand that I am solely responsible for any and all medical costs that may be incurred in treatment of that child or those children related to any activities in which that child or those children engage(s) in through any KIDNASTICS LIMITED program.

I agree to immediately notify KIDNASTICS LIMITED concerning any changes in the emergency contact information provided on the registration form.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## HEALTH OF PARTICIPANT(S)

I understand, agree and acknowledge that gymnastics/tumbling/dance/cheer and other forms of related exercise are hazardous and include strenuous exercise and activity. With a full understanding of these facts, I state that, to the best of my knowledge, my child/children listed on the registration form has/have no medical, physical, mental or emotional conditions which would hinder, prevent, or unreasonably increase the risks inherent in the active participation in these activities. I further understand that and agree that it is my sole responsibility to keep KIDNASTICS LIMITED informed of any and all relevant changes concerning my child's medical, physical, mental or emotional conditions which would impair that child's capabilities to participate in any KIDNASTICS LIMITED program.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## PHOTOGRAPHY RELEASE

I hereby consent to the use of any picture of my child participating in a KIDNASTICS LIMITED program, or statement by my child concerning KIDNASTICS LIMITED programs for KIDNASTICS' advertising and promotional purposes.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*SIGNED COPIES PROVIDED UPON REQUEST\*\***