

## PEAK ELITE GYMNASTICS ACADEMY WAIVER AND MEDICAL RELEASE FORM

The undersigned will be present at and participate in activities at PEAK Elite Gymnastics Academy.

Such activities may include, but without limitation, instruction, training and competition in the sport of gymnastics, social and recreational activities.

The participant and their guardian AGREES TO ASSUME THE RISK AND RESPONSIBILITY AND TO WAIVE, RELEASE AND TO INDEMNIFY PEAK Elite Gymnastics Academy and its employees, owners, directors, officers, committees members, officials, volunteers, affiliates, sponsors, suppliers, and agents, and their respective successors and assigns as follows:

1. ASSUMPTION OF RISK AND RESPONSIBILITY. A. Participant and their guardian recognizes, understands, appreciates and acknowledges: (i) the risks and dangers of injury that may occur in the course of being on the grounds of the PEAK Elite Gymnastics Academy and participating in the Activities (including, for example, but not by way of limitation, activities involving height and rotation, skills and techniques, and facilities, equipment, apparatus, mats, and pits unique to the sport of gymnastics and its various disciplines); (ii) that my presence at the PEAK Elite Gymnastics Academy and/or my participation in Activities may involve risk of bodily injury (including, for example, but not by way of limitation, injuries to bones, joints, muscles and internal organs), illness, disability or paralysis (whether temporary, permanent, total or partial), death, or other harm; and (iii) that Participant voluntarily engages in the Activities with adequate prior knowledge of such risks and dangers. B. Participant voluntarily decides to participate in the Activities, and agrees to and does assume all legal and financial responsibility for: (i) any and all risks and dangers referred to in the preceding paragraph; (ii) any and all injuries, damages and losses, whether to person or property, and whether physical, psychological, social or economic, that Participant may in any manner and from whatever cause sustain in connection with attendance and participation in the Activities, including such injury, damage or loss that may result from the negligence of PEAK Elite Gymnastics Academy; and (iii) all treatment, hospitalization and other care rendered to Participant in connection with any of the foregoing, including in the event of his/her injury, illness or other emergent circumstance.

2. RELEASES AND INDEMNIFICATION. Participant hereby fully and forever releases, discharges, holds harmless and agrees to indemnify PEAK Elite Gymnastics Academy from and against any and all liabilities, losses, damages, claims, demands, litigation, and judgments, present or future, known or unknown, foreseeable or unforeseeable, valid or invalid, direct or consequential, together with reasonable costs and attorney fees (collectively referred to herein as "Claims"), (i) which result, directly or indirectly, from bodily injury, illness, disability or paralysis (whether permanent, temporary, total or partial), death, or other harm to Participant, third parties, or Participant's property, or the property of third parties, and (ii) which are caused by or result, directly or indirectly, from Participant's attendance at and participation in the Activities, or otherwise. Such waiver, release, and indemnification applies to any Claims incurred during or in connection with, or otherwise caused by, arising from, resulting from, or connected to, any of the Activities and the conduct and management thereof by PEAK Elite Gymnastics Academy or any third party, including any risks or dangers referred to in paragraphs 1.A. and 1.B., above, whether such Claims result from the negligence of PEAK Elite Gymnastics Academy or from any other cause, to the fullest extent permitted by law.

TERM: Any such revocation shall not in any manner affect the waiver, release of liability, and indemnification given hereunder for any acts or occurrences prior to such receipt of said written notice by PEAK Elite Gymnastics Academy or prior to termination of my participation.

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I HAVE READ THIS DOCUMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I HAVE READ, UNDERSTAND AND AGREE TO THE RULES OF PEAK ELITE GYMNASTICS ACADEMY.

Print Name of Participant(s)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Date \_\_\_\_\_

FOR PARTICIPANTS OF MINORITY AGE This is to certify that I/we, as parent(s)/legal guardians(s) with legal responsibility for the Participant, do hereby consent and agree not only to his/her assumption of risk, waiver, release and indemnification, but also for myself/ourselves, and my/our heirs, personal representatives, administrators, successors and assigns, to waive, release and indemnify Gymnastics, PEAK Elite Gymnastics Academy from any and all Claims incident to my/our child's participation in the Activities as stated above, even if arising from the negligence of PEAK Elite Gymnastics Academy or otherwise, to the fullest extent permitted by law.

Print Name of Parent/Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent/Legal Guardian

\_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_