



Tumbling

Waiver Form – All Participants

ASSUMPTION OF RISK, RELEASE, INDEMNIFICATION, AND COVENANT NOT TO SUE

THIS AGREEMENT is entered into this ____ day of _____, 20____ by and between Dream Chasers Gymnastics and parent (if participant is under 18) _____ or self (if participant is over 18) _____. In consideration of Dream Chasers Gymnastics allowing the hereinafter-named participant(s) to participate and/or enroll in a program and / or to use the equipment and facilities of Dream Chasers Gymnastics and for the other good and valuable consideration, the undersigned, intending to be lawfully bound, hereby covenant, and agree as follows:

1. CERTIFICATION OF AUTHORITY – I/We, the undersigned, hereby warrant that I/we are the participant(s) or custodial parent(s) and/or lawful guardian(s) of the hereinafter-named participant(s) and have lawful authority to make and execute this agreement for myself/ourselves and for and on behalf of the hereinafter-named participant(s)
(PLEASE PRINT)
2. ACKNOWLEDGMENT AND ASSUMPTION OF RISK. I/We hereby acknowledge that I/We are aware that the above named participant(s) will be engaging in physical exercise and activities involving various gymnastics and acrobatic equipment and facilities, coordination events, fitness training, and sports which inherently and in their very nature could cause injury to named participant(s). Injuries including, but not limited to muscle strains, ligament sprains, fractures, paralysis, or death. Fully recognizing the potential risk, I/we hereby assume all risk that such injury(s) may result.
3. WAIVER AND RELEASE – I/We hereby waive any and all claims, past, present, or future, known or unknown of any kind or nature, for personal injury (including death) arising out of our connected with the herein -above-named participant(s) participation at Dream Chasers Gymnastics facilities (or elsewhere under Dream Chasers Gymnastics' control or supervision), I/We hereby release Dream Chasers Gymnastics, it's officers, directors, agents, and employees from any and all such claims.
4. COVENANT NOT TO SUE – I/We hereby covenant and agree not to sue, nor assist any other person or legal entity, in suing, Dream Chasers Gymnastics, it's officers, directors, agents, and employees or on account of any such claim described in paragraph No. 3 above.
5. INDEMNIFICATION - I/We hereby covenant and agree to hold harmless and indemnify Dream Chasers Gymnastics, its officers, directors, agents, and employees described in Paragraph No. 3 hereof made by or on behalf of any person or legal entity, including court cost, expert witness fees, and reasonable fees.
6. ACKNOWLEDGEMENT OF NO PHYSICAL EVALUATION BY DREAM CHASERS GYMNASTICS - I/We hereby acknowledge that Dream Chasers Gymnastics will make no evaluation or recommendation as to whether or not the herein-above-named participant(s) is/are physically fit for any exercise activity, and that if such participant has any physical condition that may impact upon his/her ability to engage in these activities, and/or which condition may be aggravated or exacerbated by these activities, it is my/our responsibility to obtain a physician's statement describing any limitation to participate in the programs, activities, and/or to make use of the equipment and facilities. I/We further acknowledge that it is always advisable to consult with a physician prior to allowing said student to undertake any physical exercise program.
7. SEPARABILITY – If any section, paragraph, sentence, or clause of the Agreement is determined or declared to be invalid or unenforceable by any court of competent jurisdiction, the remainder hereof shall remain in full force and effect.
8. BINDING EFFECT – This agreement shall be binding upon the parties hereto, their administrators, successors, and assigns.
9. GOVERNING LAW – This agreement shall be governed by the laws of the State of Delaware notwithstanding the fact that one or more parties may now or later become a resident of another state.



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Media Release

I give permission for my child to be included in any media releases of Dream Chasers Gymnastics. Such use includes the display, distribution, publication, transmission or otherwise use of photographs, images, and / or video taken of my child for use in materials that include, but may not be limited to, printed materials such as brochures and newsletters, videos, social media, and digital images.

Custodial Parent / Lawful Guardian

Self (Participants over 18 years of age)

X _____ Date: _____

X _____ Date: _____