

# NEXT DIMENSION GYMNASTICS, LLC

## Minor Waiver/Release

### RELEASE OF LIABILITY FOR MINORS

#### READ BEFORE SIGNING

IN CONSIDERATION OF \_\_\_\_\_ (NAME OF MINOR CHILD/WARD) being allowed to enter the activity area of the gym and/or participate in any way in Next Dimension Gymnastics, LLC related events and activities, the undersigned acknowledges, appreciates, and agrees that:

The risk of injury to my child/ward from entering the activity area of the gym and/or participating in these events and activities is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

1) FOR MYSELF, SPOUSE, AND CHILD/WARD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and assume full responsibility for my child/ward's participation; and,

2) For myself, spouse, and child/ward, I willingly agree to comply with any stated and customary terms and conditions for participation. I have discussed the need for proper behavior and caution with my child/ward in terms that he or she can understand. I recognize that my child/ward has no medical or psychological condition that limits his or her ability to participate. If I observe any unusual significant concern in my child/ward's readiness for participation and/or in the event/activity itself, I will remove my child/ward from participation and bring any such concern to the attention of the nearest official immediately; and,

3) For myself, spouse, and child/ward, and on behalf of my/our heirs, assigns, personal representatives, and next of kin, I HEREBY RELEASE, COVENANT NOT TO SUE, FOREVER DISCHARGE, AND HOLD HARMLESS Next Dimension Gymnastics, LLC, its directors, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event/activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to my child/ward's entering the activity area of the gym and/or involvement or participation in these events and activities, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

Please see other side

4) For myself, spouse, and child/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin, I HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities, claims, actions, damages, costs, or expenses (including but not limited to attorneys' fees), incident to my child/ward entering the activity area of the gym and/or involvement or participation in these events or activities, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

5) For myself, spouse, and child ward, I give permission for Next Dimension, LLC, its owners, officers, agents, and/or employees, to act on my behalf in treating my child/ward in the event of an emergency.

6) For myself, spouse, and child/ward, I understand that Next Dimension, LLC retains the right to use any photographs, videotapes, motion picture recording, or any other record of events for publicity, advertising, or for any legal purpose.

7) The provisions of this Waiver/Release are severable, and if one or more provisions is determined to be illegal, invalid, or unenforceable in whole or in part, the remainder of this Waiver/Release, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
(PARENT/GUARDIAN SIGNATURE)

\_\_\_\_\_  
(PRINT NAME)

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