

# NEXT DIMENSION GYMNASTICS, LLC

## Adult Waiver/Release

### RELEASE OF LIABILITY

### READ BEFORE SIGNING

IN CONSIDERATION OF my 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:

- 1) I, \_\_\_\_\_, am over the age of Eighteen (18), and understand that by signing this WAIVER/RELEASE AGREEMENT, I am agreeing to all the terms and conditions put forth and contained in this WAIVER/RELEASE AGREEMENT; and,
- 2.) The risk of injury 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,
- 3) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as defined below) or others, and assume full responsibility for my participation; and,
- 4) I willingly agree to comply with any stated and customary terms and conditions for participation. I understand the need for proper behavior and caution. I have no medical or psychological condition that limits my ability to participate. If I perceive any unusual significant concern in my readiness for participation and/or in the event/activity itself, I will remove myself from participation and bring any such concern to the attention of the nearest official immediately; and,
- 5) I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, 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 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.

6) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, 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 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.

7) 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.

8) 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.**

\_\_\_\_\_  
(SIGNATURE)

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

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