

WAIVER AND RELEASE OF LIABILITY  
DISCLAIMER 2009-2010

U.S. GOLD GYMNASTICS ACADEMY, INC. IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON WHILE PRACTICING, TAKING CLASS, COMPETING, PARTICIPATING IN OPEN GYM, BIRTHDAY PARTIES, KIDS' NIGHT OUT, PLAY GROUPS, FIELD TRIPS, OR IN ANY OTHER WAY INVOLVED IN GYMNASTICS, CHEERLEADING, OR PRESCHOOL CLASSES OR TEAMS AT U.S. GOLD GYMNASTICS ACADEMY, INC. FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE, INCLUDING BUT NOT LIMITED TO GROSS NEGLIGENCE, ON THE PART OF U.S. GOLD GYMNASTICS ACADEMY, INC., ITS OWNERS, OFFICERS, AGENTS OR EMPLOYEES.

1. I, \_\_\_\_\_, parent/guardian of \_\_\_\_\_ in consideration of my child's participation in one or more of the programs at U.S. GOLD GYMNASTICS ACADEMY, INC. hereby release, indemnify and covenant no to sue U.S. GOLD GYMNASTICS ACADEMY, INC., its Board of Directors, officers, employees, teachers, coaches or agents from any and all present and future claims resulting from ordinary negligence, including but not limited to gross negligence, on the part of U.S. GOLD GYMNASTICS ACADEMY, INC., or others associated with U.S. GOLD GYMNASTICS ACADEMY, INC., as listed above, for property damage, personal injury or wrong death, arising as a result of my child's engaging in or receiving instruction in gymnastics, cheerleading or any other activity or activities incidental thereto, whenever, wherever, or however the same may occur. On behalf of my child, I hereby voluntarily waive any and all claims resulting from ordinary negligence, including but not limited to gross negligence, both present and future, that may be made by me, my family, estate, heirs or assigns on behalf of my said child.

2. Further, I am aware that gymnastics and cheerleading are vigorous sporting activities involving height and rotation in a unique environment and as such they pose a risk of injury. I understand that gymnastics, cheerleading and related activities always involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage and serious injury to virtually all bones, joints, muscles and internal organs, and that the mats pits and other safety equipment and apparatus provided for my child's protection, including the active participation of a coach or teacher who will spot or assist said child in the performance of certain skills, may be inadequate to prevent serious injury to my child. The risk of harm may be limited by all of the safety equipment and trained coaches, but never eliminated. I understand that participation in gymnastics and related activities involves actions incidental to active participation in gymnastics, including moving from event to event, conditioning, stretching and other actions which may leave my child vulnerable to the reckless actions of other participants who may not have complete control over their actions or who may not see other participants who may not have complete control over their actions or who may not see other students in the gym. My child is voluntarily participating in these activities with knowledge of the risk involved, and I hereby agree, on behalf of my child, to accept any and all inherent risks of property damage, personal injury or death.

3. I further agree to indemnify and hold harmless U.S. GOLD GYMNASTICS ACADEMY, INC., and all others listed above for any and all claims arising as a result of my child's engaging in or receiving instruction in U.S. GOLD GYMNASTICS ACADEMY, INC. activities, or any activities incidental thereto, whenever, wherever or however the same may occur.

4. I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Florida and agree that if any portion is held invalid, the remainder of the waiver will continue in full force and effect.

5. I affirm that I am the parent/legal guardian of \_\_\_\_\_ and am freely signing this agreement. I have read this agreement and fully understand that by signing this agreement I am giving up, on behalf of my child, \_\_\_\_\_, legal rights and/or remedies which may be available to me, or my child for the ordinary negligence of U.S. GOLD GYMNASTICS ACADEMY, INC. or any person listed above associated with U.S. GOLD GYMNASTICS ACADEMY, INC.

THIS WAIVER SHALL REMAIN IN EFFECT UNTIL ONE YEAR FROM THE DATE BELOW  
WITNESS my signature on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Parent/Guardian

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

\_\_\_\_\_  
Child/Participant

\_\_\_\_\_  
Witness