

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Tennessee Academy of Gymnastics, Inc., here in after collectively referred to as (TAG), their agents, owners, officers, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release and discharge TAG, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I understand and acknowledge that the activity I or my child are about to engage in poses known risks and unanticipated risks which could result in injury, paralysis, death, emotional distress, or damage to myself or my child, to property, or to third parties. The following describes some, but not all, of those risks:

Gymnastics and rock climbing entails certain risks which simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, students would not improve on their skills, and the enjoyment of the sport would be diminished. Gymnastics and climbing exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Traveling to and from shows, meets, and exhibitions raises the possibility of any manner of transportation accidents. In any event, if you or your child are injured, you may require medical assistance, at your own expense.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, no one is forcing me or my child to participate, and we elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge and agree to hold harmless and indemnify TAG from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with me or my child's participation in this activity, including those allegedly attributable to the negligent acts or omissions of TAG.

4. Should TAG, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.

5. I certify that I or my child has health, accident, and liability insurance to cover any bodily injury or property damage that may be caused or suffered while participating in this event, or else I agree to bear the costs of such damage or injury to my child or myself. I further certify that I or my child have no medical or physical condition which would interfere with me or my child's safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against TAG, I agree to do so solely in the state of Tennessee, and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of law rules of that state.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TAG on the basis of any claim from which I have released herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant or Parent: _____ Print Name: _____
Address: _____

Phone: _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by TAG to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless TAG from and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation of Minor.

Parent or Guardian: _____ Print Name: _____ date: _____